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सं. 21] नई दिल्ली, मई 16-मई 22, 2010, शनिवार/वैशाख 26, 1932-ज्येष्ठ 1, 1932
No. 21] NEW DELHI, MAY 16-MAY 22, 2010, SATURDAY/VAISAKHA 26, 1932-JYAISTHA 1, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

सूचना एवं प्रसारण मंत्रालय

नई दिल्ली, 10 मई, 2010

का. आ. 1303.—इस मंत्रालय के दिनांक 10-11-2009 की समसंख्यक संख्या की अधिसूचना के क्रम में तथा चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 एवं 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार श्री डी. वी. बाला सुब्रहमण्यम, एन. आर. पी. अग्रहरम, उडि-534199 पश्चिमी गोदावरी जिला, आंध्र प्रदेश को तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेश होने तक, इनमें से जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल का सदस्य नियुक्त करती है।

[फा. सं. 809/3/2009-एफ (सी)]

अभिषेक कुमार, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND
BROADCASTING

New Delhi, the 10th May, 2010

S.O. 1303.—In continuation of Ministry's Notification of even number, dated 10-11-2009 and in exercise of the powers conferred by sub-section (1) of

Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Shri D. V. Bala Subrahmanyam, N. R. Pagraharam, Undi-534199, West Godavari District, Andhra Pradesh as a member of the Hyderabad Advisory Panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/3/2009-F (C)]

AMITABH KUMAR, Director (Films)

नई दिल्ली, 12 मई, 2010

का.आ. 1304.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, दूरदर्शन महानिदेशालय (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ केन्द्रों/कार्यालयों जिनके 80% से अधिक कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है—

1. दूरदर्शन केंद्र, बरेली
2. दूरदर्शन केंद्र, चंडीगढ़
3. दूरदर्शन केंद्र, पटियाला
4. दूरदर्शन अनुरक्षण केंद्र, कुरनूल
5. दूरदर्शन अनुरक्षण केंद्र, विशाखापट्टनम
6. दूरदर्शन अनुरक्षण केंद्र, पूर्णिया
7. दूरदर्शन अनुरक्षण केंद्र, गया
8. दूरदर्शन अनुरक्षण केंद्र, जगदलपुर
9. दूरदर्शन अनुरक्षण केंद्र, राजकोट
10. दूरदर्शन अनुरक्षण केंद्र, बडोदरा
11. दूरदर्शन अनुरक्षण केंद्र, उधमपुर
12. दूरदर्शन अनुरक्षण केंद्र, जमशेदपुर
13. दूरदर्शन अनुरक्षण केंद्र, हजारीबाग
14. दूरदर्शन अनुरक्षण केंद्र, बेलगाम
15. दूरदर्शन अनुरक्षण केंद्र, गुलबर्गा
16. दूरदर्शन अनुरक्षण केंद्र, बीजापुर
17. दूरदर्शन अनुरक्षण केंद्र, त्रिसुर
18. दूरदर्शन अनुरक्षण केंद्र, अडूर
19. दूरदर्शन अनुरक्षण केंद्र, रीवा
20. दूरदर्शन अनुरक्षण केंद्र, इटारसी
21. दूरदर्शन अनुरक्षण केंद्र, गुना
22. दूरदर्शन अनुरक्षण केंद्र, नाशिक
23. दूरदर्शन अनुरक्षण केंद्र, अकोला
24. दूरदर्शन अनुरक्षण केंद्र, नागपुर
25. दूरदर्शन अनुरक्षण केंद्र, शोलापुर
26. दूरदर्शन अनुरक्षण केंद्र, जलगांव
27. दूरदर्शन अनुरक्षण केंद्र, नांदेड़
28. दूरदर्शन अनुरक्षण केंद्र, नैनीताल
29. दूरदर्शन अनुरक्षण केंद्र, कानपुर
30. दूरदर्शन अनुरक्षण केंद्र, बर्धमान
31. दूरदर्शन अनुरक्षण केंद्र, जेपेरा
32. दूरदर्शन उच्च शक्ति ट्रांसमीटर, अम्बिकाजोगई
33. दूरदर्शन उच्च शक्ति ट्रांसमीटर, अम्बिकापुर
34. दूरदर्शन उच्च शक्ति ट्रांसमीटर, अनंतपुर

35. दूरदर्शन उच्च शक्ति ट्रांसमीटर, कास्मीकट
36. दूरदर्शन उच्च शक्ति ट्रांसमीटर, दिल्ली
37. दूरदर्शन उच्च शक्ति ट्रांसमीटर, फजिल्का
38. दूरदर्शन उच्च शक्ति ट्रांसमीटर, जलगांव
39. दूरदर्शन उच्च शक्ति ट्रांसमीटर, मैसूर
40. दूरदर्शन उच्च शक्ति ट्रांसमीटर, शहडोल
41. दूरदर्शन उच्च शक्ति ट्रांसमीटर, सांबा
42. दूरदर्शन उच्च शक्ति ट्रांसमीटर, उधमपुर।

[फा. सं. ई- 11017/6/2010-हिंदी]

प्रियम्बदा, निदेशक (रा.भा)

New Delhi, the 12th May, 2010

S. O. 1304.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following officer under Directorate General of Doordarshan (Ministry of Information and Broadcasting), more than 80% of the staff whereof have acquired the working knowledge of Hindi :—

1. Doordarshan Kendra, Bareilly
2. Doordarshan Kendra, Chandigarh
3. Doordarshan Kendra, Patiala
4. Doordarshan Maintenance Centre, Kurnool
5. Doordarshan Maintenance Centre, Vishakhapatnam
6. Doordarshan Maintenance Centre, Punmia
7. Doordarshan Maintenance Centre, Gaya
8. Doordarshan Maintenance Centre, Jagdalpur
9. Doordarshan Maintenance Centre, Rajkot
10. Doordarshan Maintenance Centre, Vadodra
11. Doordarshan Maintenance Centre, Udhampur
12. Doordarshan Maintenance Centre, Jamshedpur
13. Doordarshan Maintenance Centre, Hazaribagh
14. Doordarshan Maintenance Centre, Belgaum
15. Doordarshan Maintenance Centre, Gulbarga
16. Doordarshan Maintenance Centre, Bijapur
17. Doordarshan Maintenance Centre, Thrissur
18. Doordarshan Maintenance Centre, Addoor
19. Doordarshan Maintenance Centre, Rewa
20. Doordarshan Maintenance Centre, Itarasi

21. Doordarshan Maintenance Centre, Guna
22. Doordarshan Maintenance Centre, Nasik
23. Doordarshan Maintenance Centre, Akola
24. Doordarshan Maintenance Centre, Nagpur
25. Doordarshan Maintenance Centre, Sholapur
26. Doordarshan Maintenance Centre, Jalgaon
27. Doordarshan Maintenance Centre, Nanded
28. Doordarshan Maintenance Centre, Nainital
29. Doordarshan Maintenance Centre, Kanpur
30. Doordarshan Maintenance Centre, Bardhaman
31. Doordarshan Maintenance Centre, Jeypore
32. Doordarshan High Power Transmitter, Ambajogai
33. Doordarshan High Power Transmitter, Ambikapur
34. Doordarshan High Power Transmitter, Anantpur
35. Doordarshan High Power Transmitter, Kalikut
36. Doordarshan High Power Transmitter, Delhi
37. Doordarshan High Power Transmitter, Fajilka
38. Doordarshan High Power Transmitter, Jalgaon
39. Doordarshan High Power Transmitter, Mysore
40. Doordarshan High Power Transmitter, Shahdol
41. Doordarshan High Power Transmitter, Samba
42. Doordarshan High Power Transmitter, Udhampur

[F.No. E-11017/6/2010-Hindi]

PRIYAMVADA, Director (O.L.)

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 3 मई, 2010

का. आ. 1305.—केन्द्रीय सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (4) खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद और इस मंत्रालय की दिनांक 21-8-2009 की समसंख्यक अधिसूचना का अधिक्रमण करते हुए, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-III में निम्नलिखित संशोधन करती है, अर्थात्:—

2. दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-III में क्रम सं. 97 के सामने स्तम्भ 1, 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां उसके अंतर्गत रखी जाएंगी, अर्थात्:—

98. आईयोवा विश्वविद्यालय, भारतीय विश्वविद्यालयों द्वारा प्रदत्त निष्णात डिग्री (एमएस), यूएसए एमडीएस (जन-स्वास्थ्य डेंटिस्ट्री) आईयोवा विश्वविद्यालय, यूएसए के समकक्ष निष्णात डिग्री (एमएस)(यदि 19-12-1997 को या उसके बाद प्रदान की गई हो)।

[सं. वी- 12018/2/2007-डी. ई.]

आर. शंकरन, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health & Family Welfare)

New Delhi, the 3rd May, 2010

S. O. 1305.—In exercise of the powers conferred by clause (b), sub-section (4) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India and in supersession of this Ministry's Notification of even No. dated 21-8-2009 hereby, makes the following further amendments in Part-III of the Schedule to the said Act, namely:—

2. Under the existing entries of column 1, 2 & 3 after Serial No. 97, in Part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) the following entries shall be added namely:—

98. University of Iowa, USA Master Degree (MS) equivalent to Master Degree (MS), (MDS) (Public Health Dentistry) University of Iowa, USA. awarded by Indian Universities.

(if granted on or after 19-12-1997)

[No. V- 12018/2/2007-DE]

R. SANKARAN, Under Secy.

विद्युत मंत्रालय

नई दिल्ली 11 मई, 2010

का.आ. 1306.—विद्युत अधिनियम, 2003 (2003 का 36) की धारा 162 की उपधारा (1) में प्रदत्त की गई शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा इस अधिसूचना के जारी होने की तारीख से तीन वर्षों की अवधि के लिए केन्द्रीय विद्युत प्राधिकरण (सीईए) के निम्नलिखित अधिकारियों के मुख्य विद्युत निरीक्षक/विद्युत निरीक्षक नियुक्त करती है:

क्रम संख्या	अधिकारियों के नाम सर्वश्री	पदनाम	तैनाती स्थान	पद
1.	भीम राय	मुख्य अभियंता	विद्युत निरीक्षणालय, प्रभाग-सीईए	मुख्य विद्युत निरीक्षक
2.	एस.डी.टकसांडे	अधीक्षण अभियंता	आरआई ओ (पश्चिम)	विद्युत निरीक्षक
3.	डी. पी. सिंह	उप निदेशक		विद्युत निरीक्षक
4.	एम. एस. सतीजा	अधीक्षण अभियंता	आरआई ओ (उत्तर)	विद्युत निरीक्षक
5.	रमेश कुमार	उप निदेशक		विद्युत निरीक्षक
6.	आई. के. मेहरा	सहा. निदेशक		विद्युत निरीक्षक
7.	ए. बालन	अधीक्षण अभियंता	आरआई ओ (दक्षिण)	विद्युत निरीक्षक
8.	एम. शिव कुमार	सहा. निदेशक		विद्युत निरीक्षक
9.	बी.सी. मलिक	अधीक्षण अभियंता	आरआई ओ (पूर्व)	विद्युत निरीक्षक
10.	एस. एस. घोष	उप निदेशक		विद्युत निरीक्षक
11.	एम.ए.के.पी.सिंह	अधीक्षण अभियंता	आरआई ओ (उत्तर-पूर्व)	विद्युत निरीक्षक
12.	एल.बी.मैन्थांग	उपनिदेशक		विद्युत निरीक्षक
13.	जी. मेधी	सहा. निदेशक		विद्युत निरीक्षक

2. श्री भीमराय, मुख्य अभियंता को श्री एस. के. ठकराल, मुख्य अभियंता के स्थान पर मुख्य विद्युत निरीक्षक नियुक्त किया गया है।

[फा. सं. 42/4/2001-आर एंड आर]

आई.सी. पी. केशरी, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 11th May, 2010

S.O. 1306—In exercise of the power conferred by sub-section (1) of Section 162 of the Electricity Act, 2003 (36 of 2003), the Central Government hereby appoints the following Official of Central Electricity Authority (CEA) as Chief Electrical Inspector/ Electrical Inspector for a period of three years from the date of issue of this Notification :

Sl. No.	Name of Officers	Designation	Place of Posting	Post
1	2	3	4	5
1.	Bhim Rai	Chief Engineer	Electrical Inspectorate, Div. CEA	Chief Electrical Inspector
2.	S D Taksane	Superintending Engineer	RIO (West)	Electrical Inspector
3.	D.P.Singh	Deputy Director		Electrical Inspector
4.	M.S. Satija	Superintending Engineer	RIO (North)	Electrical Inspector
5.	Ramesh Kumar	Deputy Director		Electrical Inspector
6.	I K Mehra	Assistant Director		Electrical Inspector
7.	A Balan	Superintending Engineer	RIO (South)	Electrical Inspector
8.	M Shiva Kumar	Assistant Director		Electrical Inspector
9.	BC Mallick	Superintending Engineer	RIO(East)	Electrical Inspector
10.	S S Ghosh	Deputy Director		Electrical Inspector
11.	M A K P Singh	Superintending Engineer	RIO (North-East)	Electrical Inspector
12.	L B Muanthang	Deputy Director		Electrical Inspector
13.	G Medhi	Assistant Director		Electrical Inspector

2. Shri Bhim Rai, Chief Engineer has been appointed as Chief Electrical Inspector in place of Shri S.K. Thakral, Chief Engineer.

[F.No.42/4/2001-R&R]
I.C.P.KESHARI, Jr. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1307.—केन्द्रीय सरकार का, उसे पैटर्न मूल्यांकन रिपोर्ट और दिए गए परीक्षण परिणाम सहित प्रस्तुत रिपोर्ट पर विचार करने तथा विहित प्राधिकरण, फ्रांस (एल एन ई पेरिस सीडेक्स, फ्रांस) में इस प्रयोजनार्थ अधिसूचित निकाय द्वारा अनुमोदित करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (3) और उप-धारा (7) और उप-धारा (8) के तिसरे परन्तुक द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स टोकहैम सोफिटम एप्लीकेशंस-5 रु. डस चाडॉन्नेरेट्स, जेडएसी पेरिस-नोर्ड 2- एफआरए 93250- ट्रेम्बले-एन-फ्रांस द्वारा विनिर्मित जेड सी शृंखला के पानी के अलावा लगातार गतिशील अन्य द्रवों की मात्रा हेतु मापन सिस्टम, अंकक सूचन सहित (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) के मॉडल का तथा जिसे मैसर्स जनरल एनर्जी मैनेजमेंट सिस्टम्स प्रा. लि. 521-522, कर्मशियल प्लाजा, होटल ली मेरिडन, विंडसर प्लेस, नई दिल्ली-110001 द्वारा भारत में बिक्री से पूर्व या बाद में बिना किसी परिवर्तन के विपणित किया गया है और जिसे अनुमोदन चिह्न आई एन डी/13/08/425 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

लीड सील के साथ थ्रेडिड रोड्स से मीटर सील किए जाते हैं या स्पायरल वायर पर प्रैस्ड करके सीलिंग सुविधा है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उक्त मॉडल वीदर रूट और/या इसी शृंखला के इलेक्ट्रॉनिक रजिस्टर के मेकेनिकल रजिस्टर के साथ पोजिटिव डिस्प्लेसमेंट मीटर के सिद्धांत पर कार्य करता है। अधिकतम प्रवाह दर की रेंज 12 एम³/घंटा से 250 एम³/घंटा तक है और न्यूनतम प्रवाह दर की रेंज 1, 2 एम³/घंटा से 25 एम³/घंटा तक है और इसकी यथार्थता वर्ग 0.5 या 1 है। इसका प्रयोग पेट्रोलियम उत्पादों के माप के लिए किया जाता है। मॉडल में वाल्यूम दर्शाने के लिए 5 अंकों तक की मेकेनिकल सुविधा और 6 अंकों तक इलेक्ट्रॉनिक सुविधा है। मेकेनिकल रजिस्टर के लिए न्यूनतम डिवीजन 10 मि. ग्रा. और इलेक्ट्रॉनिक रजिस्टर के लिए 1 मि. ग्रा. है।

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 8th April, 2010

S.O. 1307.—Whereas the Central Government, after considering the report submitted to it along with the pattern evaluation report and test result granted and approved by the prescribed authority, a notified body for the purpose in the France (LNE Paris Cedex, France) is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of model of measuring system for the continuous and dynamic measurement of quantities of liquids other than water with digital indication (hereinafter referred to as said model) of series-ZC manufactured by M/s. Tokheim Sofitam Applications- 5, rue des Chardonnerets, ZAC Paris- Nord 2 - FRA- 93250-Tremblay- en- France and marketed in India without any alteration before or after sale by M/s General Energy Management Systems Pvt. Ltd., Nos. 521-522, Commercial Plaza, Hotel Le Meridian, Windsor Palace, New Delhi-110001 and which is assigned the approval mark IND/13/08/425;

Figure-1 Model



Figure-2 Sealing diagram of the sealing provision of the model.

The meters are sealed by means of threaded rods with lead seals or sealing devices pressed onto spiral wire. A typical schematic diagram of sealing provision of the model is given above.

The said model is working on the principle of positive displacement meter along with mechanical register of Veeder Root and/or electronic register of Equalis Series. The maximum flow rate is in the range of 12 m³/hour to 250 m³/hour and minimum flow rate is in the range of 1.2 m³/hour to 25 m³/hour and its accuracy class is 0.5 or 1. It is used for the measurement of petroleum products. The model has 5 digits for mechanical indicating device and 6 digits for electronic indicating device for the volume indication. The smallest division is 10 ml. for mechanical register and 1 ml. for electronic register.

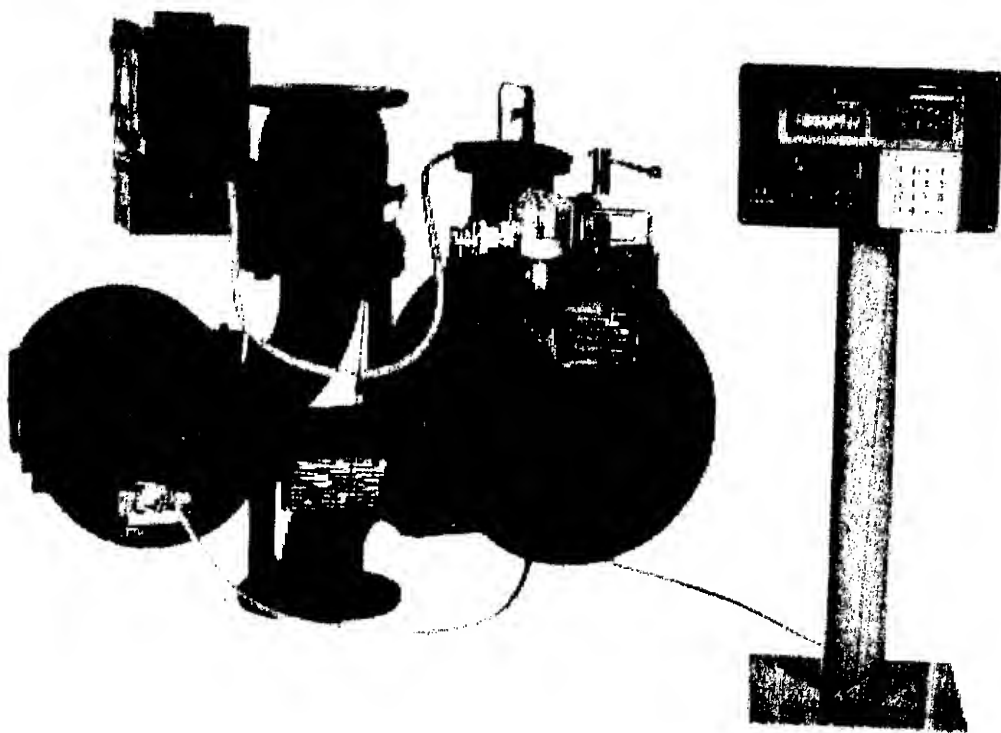
[F. No. WM-21 (54)/2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1308.—केन्द्रीय सरकार का, उसे पैटर्न मूल्यांकन रिपोर्ट और दिए गए परीक्षण परिणाम सहित प्रस्तुत रिपोर्ट पर विचार करने तथा विहित प्राधिकरण, फ्रांस (एल एन ई पेरिस सीडेक्स, फ्रांस) में इस प्रयोजनार्थ अधिसूचित निकाय द्वारा अनुमोदित करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (3) और उप-धारा (7) और उप-धारा (8) के तीसरे परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स टोकहैम सोफिटम एप्लीकेसंस-5 रु डस चाडॉन्नेरेटस, जेडएसी पेरिस-नोर्ड 2- एफआरए 93250- ट्रेम्बले-एन-फ्रांस द्वारा विनिर्मित जेड सी ई शृंखला के पानी के अलावा लगातार गतिशील अन्य द्रवों की मात्रा हेतु मापन सिस्टम, अंकक सूचन सहित (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) के मॉडल का तथा जिसे मैसर्स जनरल एनर्जी मैनेजमेंट सिस्टम्स प्रा. लि., 521-522, कमर्शियल प्लाजा, होटल ली मेरिडन, विडसर प्लेस, नई दिल्ली-110001 द्वारा भारत में बिक्री से पूर्व या बाद में बिना किसी परिवर्तन के विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/13/08/426 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।



आकृति-2 सीलिंग प्रावधान का योजनाबद्ध डायग्राम।

लीड सील के साथ थ्रेडिड रोड्स से मीटर सील किए जाते हैं या स्पायरल वायर पर प्रैस्ड करके सीलिंग सुविधा है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उक्त मॉडल वीदर रूट और/या इसी शृंखला के इलेक्ट्रॉनिक रजिस्टर के मेकेनिकल रजिस्टर के साथ पोजिटिव डिस्प्लेसमेंट मीटर के सिद्धांत पर कार्य करता है। अधिकतम प्रवाह दर की रेंज 24 एम³/घंटा से 150 एम³/घंटा तक है और न्यूनतम प्रवाह दर की रेंज 2.4 एम³/घंटा से 15 एम³/घंटा तक है और इसकी यथार्थता वर्ग 0.5 है। न्यूनतम डिलीवरी 100 लिटर है। इसका प्रयोग पेट्रोलियम उत्पादों के माप के लिए किया जाता है। मॉडल में वाल्यूम दर्शाने के लिए 5 अंकों तक की मेकेनिकल सुविधा और 6 अंकों तक इलेक्ट्रॉनिक सुविधा है। मेकेनिकल रजिस्टर के लिए न्यूनतम डिलीजन 10 मि. ग्रा. और इलेक्ट्रॉनिक रजिस्टर के लिए 1 मि. ग्रा. है।

[फा. सं. डब्ल्यू एम-21 (54)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 1308.—Whereas the Central Government, after considering the report submitted to it along with the pattern evaluation report and test result granted and approved by the prescribed authority, a notified body for the purpose in the France (LNE Paris Cedex, France) is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over period of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of model of measuring system for the continuous and dynamic measurement of quantities of liquids other than water with digital indication (hereinafter referred to as said model) of series-ZCE manufactured by M/s. Tokheim Sofitam Applications-5, rue des Chardonnerets, ZAC Paris- Nord 2 - FRA- 93250-Fremblay- en- France and marketed in India without any alteration before or after sale by M/s General Energy Management Systems Pvt. Ltd., No.521-522, Commercial Plaza, Hotel Le Meridian, Windsor Palace, New Delhi-110001 and which is assigned the approval mark IND/13/08/426;

Figure-1 Model

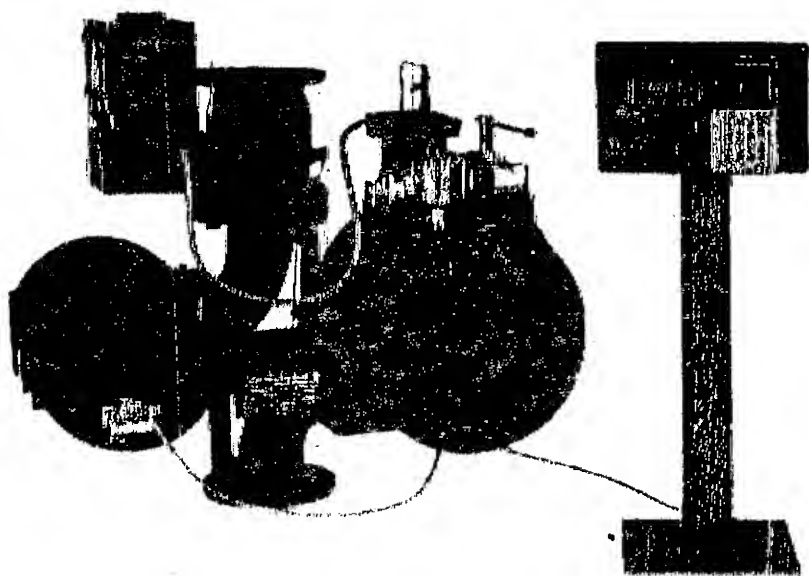


Figure-2 Sealing diagram of the sealing provision of the indicator of model.

The meters are sealed by means of threaded rods with lead seals or sealing devices pressed on to spiral wire. A typical schematic diagram of sealing provision of the model is give above.

The said model is working on the principle of positive displacement meter along with mechanical register of Veeder Root and/or electronic register of Equalis Series. The maximum flow rate is in the range of 24 m³/hour to 150 m³/hour and minimum flow rate is in the range of 2.4 m³/hour to 15 m³/hour and its accuracy class is 0.5. The minimum delivery is 100 litres. It is used for the measurement of petroleum products. The model has 5 digits for mechanical indicating device and 6 digits for electronic indicating device for the volume indication. The smallest division is 10ml. for mechanical register and 1 ml. for electronic register.

[F. No. WM-21 (54)/2008]

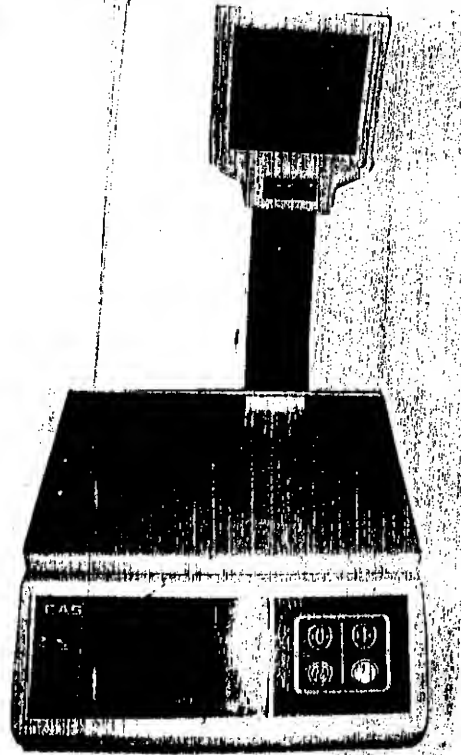
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1309.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स कास वेइंग इंडिया प्रा. लि. नं. 568, उद्योग विहार, फेज-V, गुडगांव-122 016, हरियाणा द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "आईडी-पी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "कास" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/243 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : सीलिंग प्रावधान

दो छेद बनाकर और इनमें सीलिंग बोल्ट लगाकर, इन छेदों और बोल्ट में से सीलिंग वायर निकालकर लीड सील से सीलिंग की जाती है। सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (111)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 1309.—Whereas the Central Government, after considering the report submitted by prescribed authority, is satisfied that the model described in the said report (see the figure given below) conforms with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 16 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-analogic weighing instrument (Table top type) with digital indication of High accuracy, namely "Type-II" of Series "IU-P" and with brand name "CAS" (hereinafter referred to as the said Model), manufactured by M/s CAS Weighing India Pvt. Ltd., 568, Udyog Vihar, Phase-V, Gurgaon, Haryana-122 016 and which was assigned the approval mark IN1/00/08/243;

The said Model is a strain gauge type load cell based non-analogic weighing instrument with a maximum capacity of 30Kg. and minimum capacity of 100 g. The verification scale interval (e) is 2 kg. or less tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternate current power supply

Figure-1 Model

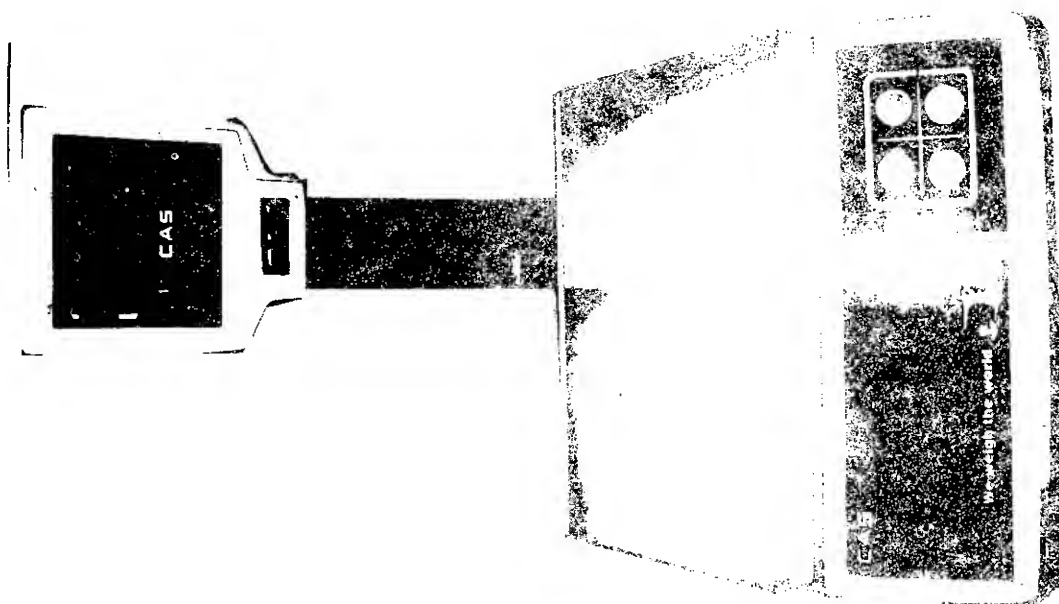


Figure-2: Schematic diagram of the Model

Sealing is done by making two holes and then putting two sealing bolts in each hole and passing a sealing wire through these bolts which is sealed by lead seal. The instrument can not be opened without breaking the seals. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the powers conferred by sub-section (1) of Section 16 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1 mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value of 1×10^{-3} to 10^{-5} or 10^{-6} , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[E.No WM-01(111)2008]

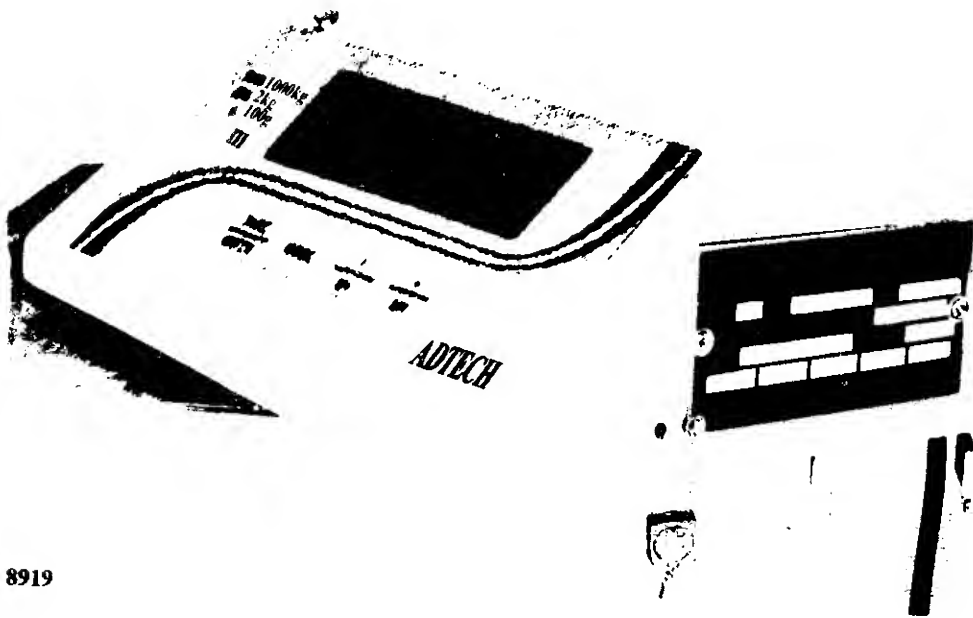
D. K. GUPTA, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1310.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगभग प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स एडसन इलेक्ट्रो वे, 17, पटेल शॉपिंग सेंटर, नियर पुनीत नगर क्रासिंग, महालक्ष्मी फार्मेशन के पीछे, घोडसर, अहमदाबाद-45 गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एडीपी-7" शृंखला के अंकक सूचक सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एडटेक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन क्रि.अ.ई.एन. डी/09/08/41 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



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आकृति-2 : मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्कू से स्टाम्पिंग प्लेट लगाई गई है और बाड़ी और स्टाम्पिंग प्लेट में बनाए गए छेदों में से सीलिंग वायर निकाली गई है। उपकरण को सील से छेड़छाड़ किए बिना खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 और 5×10^3 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्लू.एम-21 (08)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 1310.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy Class-III) of Series "ADP-7" and with brand name "ADTECH" (hereinafter referred to as the said Model), manufactured by M/s. Adson Electro Weigh, 17, Patel Shopping Centre, Nr. Punit Nagar Crossing, B/h. Mahalaxmi Finance, Ghodasar, Ahmedabad-45, Gujarat and which is assigned the approval mark IND/09/08/41;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000Kg. and minimum capacity of 2 Kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternate current power supply.

Figure-1 Model

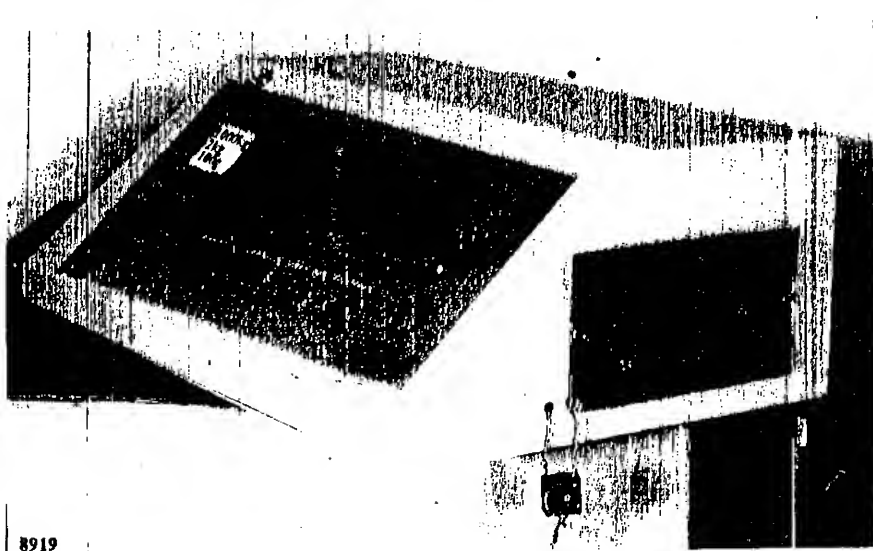


Figure-2: Sealing provision of the model

The stamping plate is fitted with screw & a sealing wire is passed through the holes made in the body of the indicator and stamping plate. The instruments can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (08)/2008]

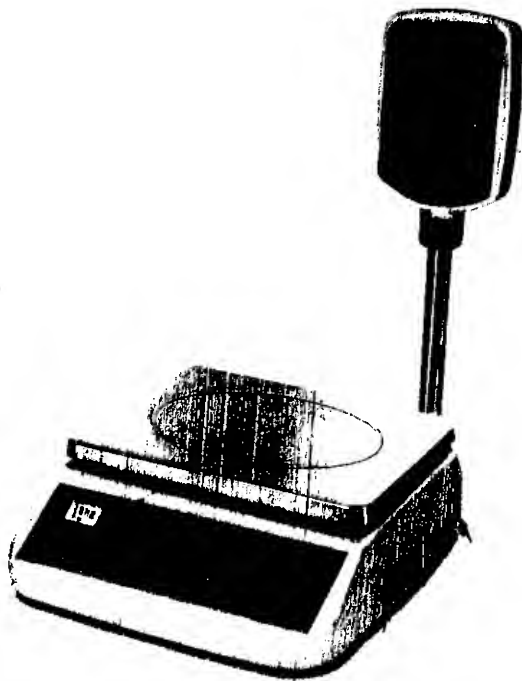
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1311.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एडसन इलेक्ट्रो वे, 17, पटेल शॉपिंग सेंटर, नियर पुनीत नगर क्रासिंग, महालक्ष्मी फाइनैस के पीछे, घोडसार, अहमदाबाद-45 गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एडीटी-11" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एडटेक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/42 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : मॉडल को सोलिंग करने का योजनाबद्ध डायग्राम

स्कू से स्टापिंग प्लेट लगाई गई है और बाड़ी और स्टापिंग प्लेट में बनाए गए छेदों में से सोलिंग वायर निकाली गई है। उपकरण को सोल से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सोलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 मि.ग्रा. तक के "ई" मान के लिए 100 से 10000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले 9.8×10^{-8} 1×10^{-8} , 2×10^{-8} और 5×10^{-8} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (08)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2010

S.O. 1311.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Tabletop type) with digital indication of "ADT-11" series of medium accuracy (Accuracy Class-III) and with brand name "ADTECH" (hereinafter referred to as the said Model), manufactured by M/s. Adson Electro Weigh, 17, Patel Shopping Centre, Nr. Punit Nagar Crossing, B/h. Mahalaxmi Finance. Ghodasar, Ahmedabad-45, Gujarat and which is assigned the approval mark IND/09/08/42;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30Kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternate current power supply.

Figure-1 Model

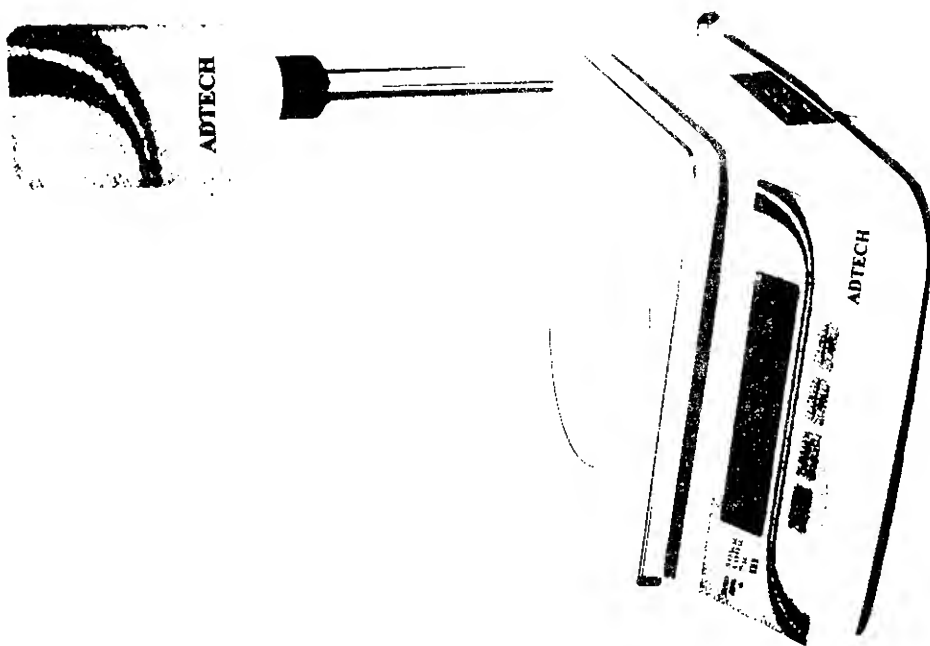


Figure-2: Sealing provision of the model

The stamping plate is fitted with screw & a sealing wire is passed through the holes made in the body of the indicator and stamping plate. The instruments can not be opened without breaking the seals. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg. to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (08)/2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 8 अप्रैल, 2010

का.आ. 1312.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मेटलर टोलडो आईएनसी 1150 डिजिटल डिवाइस, वॉशिंगटन, ओहियो 43085-6712 यूएसए द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "डीआईवीए-11" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के मैसर्स मेटलर टोलडो इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवई, मुंबई-400072 महाराष्ट्र द्वारा विपणीत किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/08/220 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। जिसकी अधिकतम क्षमता ≤ 6 कि.ग्रा. मैक्स ≤ 30 कि.ग्रा. और सत्यापन मापमान अंतराल ≤ 3000 फॉर ई ≥ 2 ग्रा. है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 7.5 वी डी सी या 12 वीडीसी वाया एसी/डीसी एडाप्टर या होस्ट कंप्यूटर पर कार्य करता है



आकृति-2 : मॉडल का सीलिंग प्रावधान

मशीन की सीलिंग के लिए कस्टम सीलिंग प्लेट और सीलिंग स्क्रू को एक होल द्वारा लगाया जाता है। स्क्रू को कसा जाता है और प्लेट और स्क्रू के होल में से सील वायर निकाल कर सील लगाई जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

New Delhi, the 8th April, 2010

S.O. 1312.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, along with the Model approval certificate issued by the Netherlands Meetinstituut (NMI), Netherlands is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Tabletop type) with digital indication of "DIVA" series of medium accuracy (Accuracy Class-III) (hereinafter referred to as the said Model), manufactured by M/s. Mettler-Toledo, Inc., 1150 Dearborn Drive, Worthington, Ohio 43085-6712, United States of America and marketed in India without any alteration before or after sale in India by M/s. Mettler-Toledo India Private Limited., Amar hill, Saki Vihar Road, Powai, Mumbai-400072, Maharashtra and which is assigned the approval mark IND/09/08/220;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 6 kg. < Max < 30 kg. in respect of verification scale interval $n \leq 3000$ for $e \geq 2g$. The liquid crystal diode (LCD) display indicates the weighing result. The instrument operates on 7.5V DC or 12V DC via AC/DC adapter or host computer.

Figure-1 Model

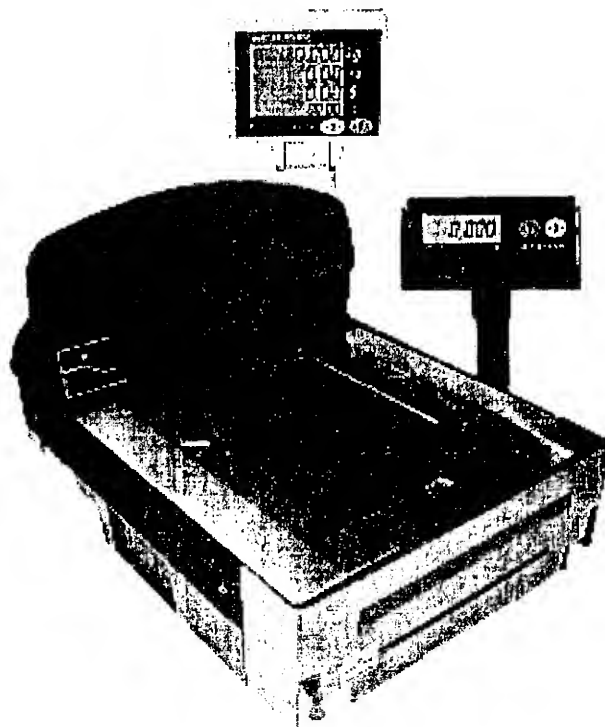


Figure-2: Sealing provision of the model

For sealing the machine a custom scaling plate and sealing screw is installed through the hole. The screw is tightened and a wire seal is run through the holes in the plate and screw and then seal is applied. A typical schematic diagram of sealing provision of the Model is given above.

[F. No. WM-21 (01)/2008]

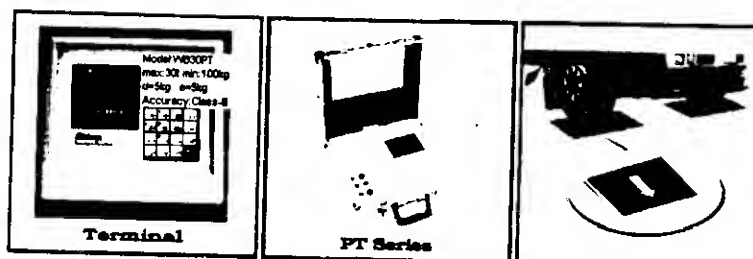
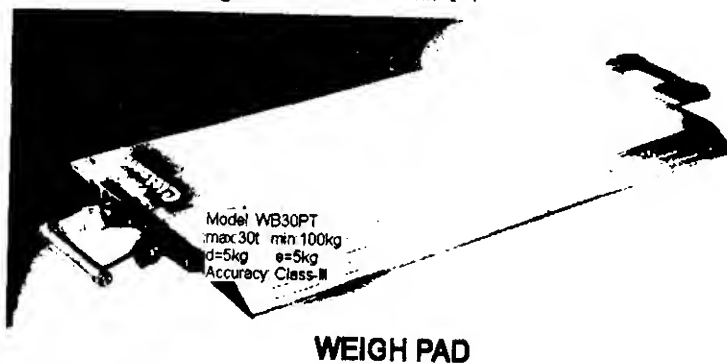
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1313.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स सिटीजन स्केल (1) प्रा. लि. 3, पुष्पांजलि, गऊशाला लेन, मलाड(ई) मुंबई-400097 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "डब्ल्यूबी 30 पीटी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सिटीजन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/561 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (वेब्रिज प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 टन है और न्यूनतम क्षमता 200 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 10 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

सील और वायर के साथ सीलिंग की जाती है ताकि सील तोड़े बिना उपकरण को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे, जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 और 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (217)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1313.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Weighbridge Type) with digital indication of medium accuracy (Accuracy Class-III) of series "WB 30 PT" and with brand name "CITIZEN" (hereinafter referred to as the said Model), manufactured by M/s. Citizen Scale (I) Pvt. Ltd., 3, Pushpanjali, Gaushala Lane, Malad(E), Mumbai-400097, Maharashtra and which is assigned the approval mark IND/09/08/561;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with a maximum capacity of 30 tonne and minimum capacity of 200 kg. The verification scale interval (e) is 10 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Crystal Diode (LCD) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

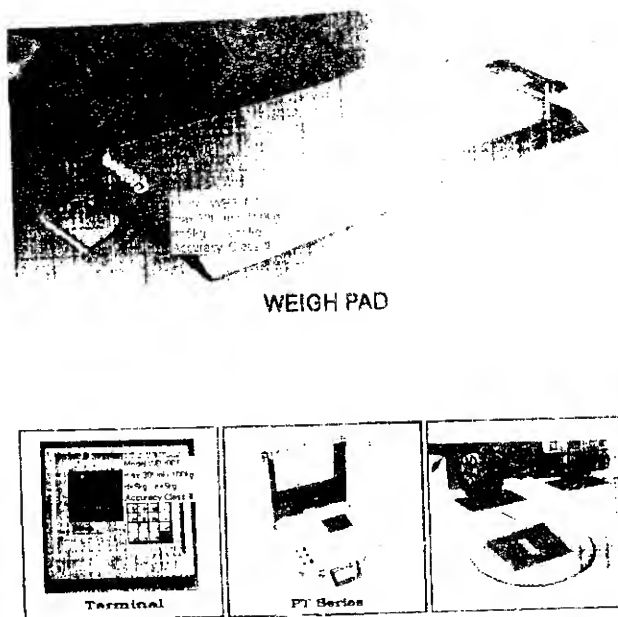


Figure-2: Sealing provision of the indicator of the model

Sealing is done with the seal and wire so that indicator can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and upto 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g, or above and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (217)/2008]

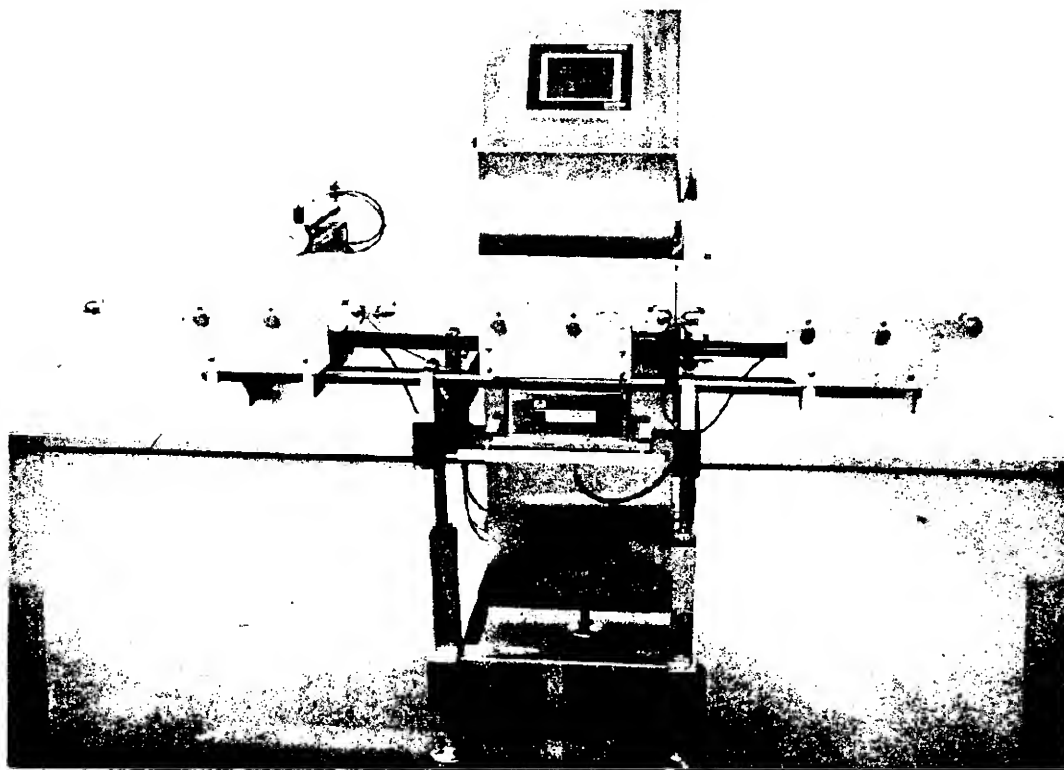
B. N. DIXIT, Director of Legal Metrology

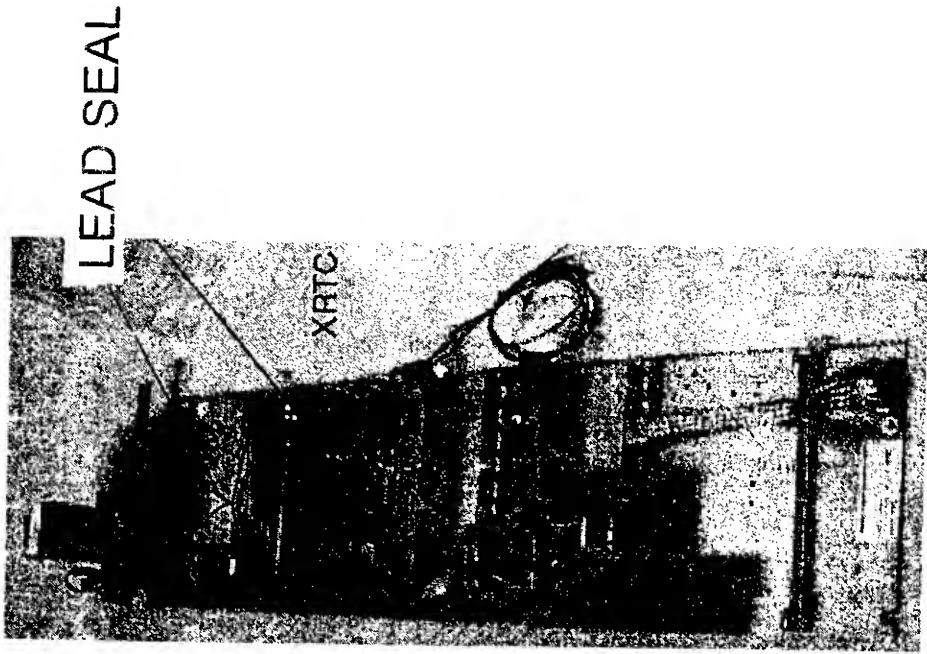
नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1314.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मेटलर टोलेडो ग्रवेंस जीएमबीएच, कम्पस्ट्राबी 7,31180 गोसन, जर्मनी द्वारा विनिर्मित यथार्थता वर्ग XIII(1), XIII(x>2), वाई(ए) और वाई (बी) वाले “एबीसी” शृंखला के स्वचालित कैच वेइंग उपकरण के मॉडल का, जिसके ब्रांड का नाम “मेटलर टोलेडो” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) जिसे भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के मैसर्स मेटलर टोलेडो इंडिया प्राइवेट लि., अमर हिल्स, साकी विहार रोड, पोवई, मुंबई महाराष्ट्र द्वारा विपणित किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/09/341 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक इलेक्ट्रोमकेनिकल सिद्धांत पर आधारित स्वचालित कैच वेइंग उपकरण (कैच व्हीअर, वे प्राइस लेबलर या कैच व्हीअर सहित) है और इलेक्ट्रोडायनमिक फोर्स कंपनशेसन लोड सैल से सुसज्जित है। इसकी अधिकतम क्षमता ≤ 600 कि.ग्रा. है और ई क्षमता ≥ 1 ग्राम सिंगल में या मल्टी इंटरवल मोड में है। इसमें एक आधेयतुलन युक्ति है जिसका शतप्रतिशत व्यवकलनात्मक धारित अधियतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एल सी डी) प्रदर्श तोलन परिणाम उपदर्शित करता है।





आकृति-2 : मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

पैनल के पीछे आउटर कवर काट कर छेद बना कर स्टाम्प और सील के सत्यापन के लिए लीडिड वायर से बांधा जाता है। पैनल को सील के छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

The details of the instrument are as follows :

Design	Single or multi interval instrument	
Lever work	none	
Weighing mode	Static Weighing	Dynamic Weighing
Number of intervals	≤ 4	≤ 2
Accuracy Class	XIII(1), XIII(x ≥ 2) Y(a), Y(b)	XIII(1), XIII(x ≥ 2) Y(a), Y(b)
Verification scale interval e		$e \geq 0.1g$
Ratio between verification scale intervals		$e_{n+1} < 3e_n$
Number n of verification scale intervals	$\leq 4*10000$	$\leq 2*7500$
Maximum load		$\leq 600kg$
Minimum load	$\geq 20 e$	$\geq 5g$
Temperature range		0 °C/-40 °C
Maximum belt speed		$\leq 3 m/s$

Type Designation :

A	Name of terminal used	XC,XE,XS,C, S, E, ID1, ID30, IND, PAS, Cargo S-Line Series
B	Reference to weighing range	'xx' where x = 0 to 9
C	Additional Optional Accessory	CC,KW

[फा. सं. डब्ल्यू एम-21 (211)/2008]
बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

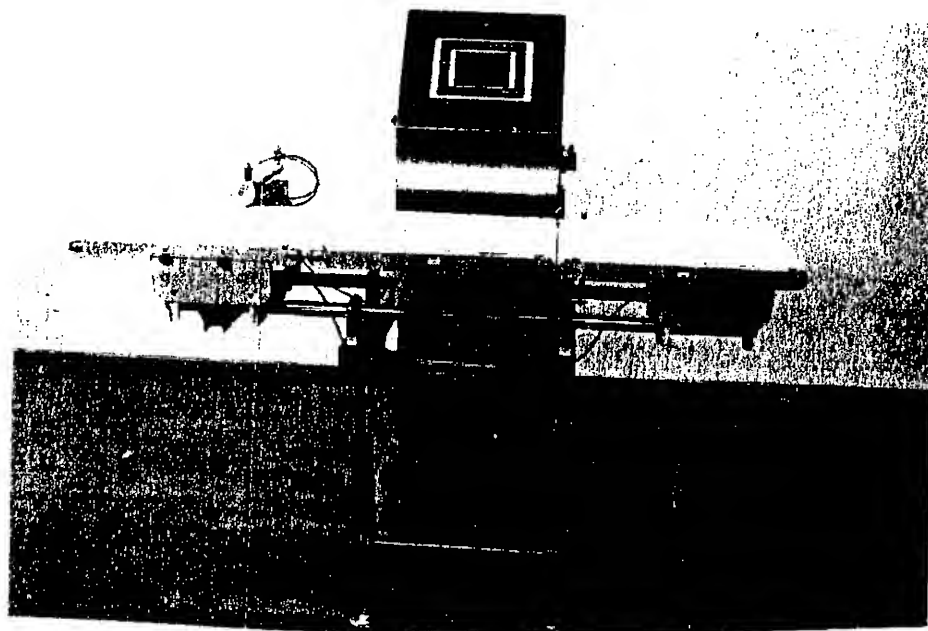
New Delhi, the 9th April, 2010

S.O. 1314.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of Automatic Catch Weighing Instrument belonging to accuracy class XIII I (1), XIII (x \geq 2), y(a) Y(b) of 'ABC' series with brand name "METTLER TOLEDO" (hereinafter referred to as the said Model), manufactured by M/s. Mettler-Toledo Garvens GmbH, Kampstrabe 7, 31180 Giesen, Germany and marked in India without any alteration before or after sale by M/s. Mettler-Toledo India Private Limited., A: nar hill, Saki Vihar Road, Powai, Mumbai, Maharashtra and which is assigned the approval mark IND/09/08/341;

The said model is an electromechanical principle based Automatic Catch Weighing Instruments (consist of catch weigher, weigh price labeler or check weigher) and equipped with electrodynamic force compensation load cell. Its maximum capacity is \leq 600 kg and $e \geq 0.1$ g in single or multi interval mode. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Diode (LCD) indicates the weighing result.

Figure-1 Model



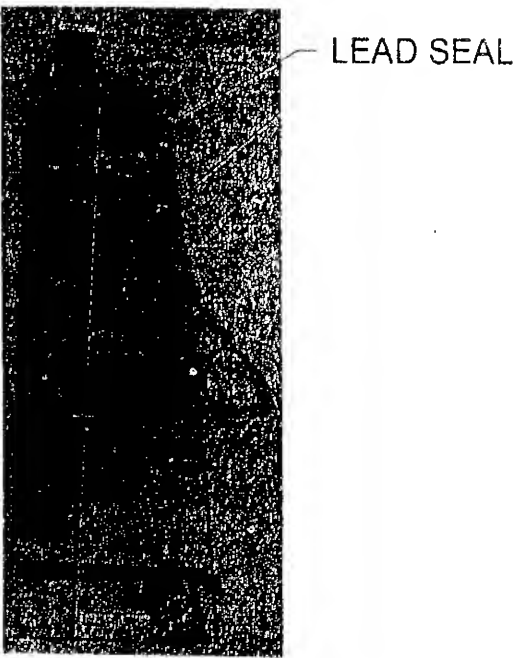


Figure-2: Sealing diagram of the sealing provision of the model

At the rear side of panel holes are made by cutting the outer cover and fastened by a leaded wire for receiving the verification stamp and seal. The panel can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the Model is given above.

The details of the instrument are as follows :

Design	Single or multi interval instrument			
Lever work	none			
Weighing mode	Static Weighing		Dynamic Weighing	
Number of intervals	≤ 4		≤ 2	
Accuracy Class	XIII(1), XIII(x ≥ 2)	Y(a), Y(b)	XIII(1), XIII(x ≥ 2)	Y(a), Y(b)
Verification scale interval e	e ≥ 0.1g			
Ratio between verification scale intervals	$e_{i+1} \leq 3$			
Number n of verification scale intervals	≤ 4*10000		≤ 2*7500	
Maximum load	≤ 600kg			
Minimum load	≥ 20 e		≥ 5g	
Temperature range	0 °C/ - 40 °C			
Maximum belt speed	≤ 3 m/s			

Type Designation :

A	Name of terminal used	XC,XE,XS,C, S, E, ID1, ID30, IND, PAS, Cargo S-Line Series
B	Reference to weighing range	'xx' where x = 0 to 9
C	Additional Optional Accessory	CC, KW

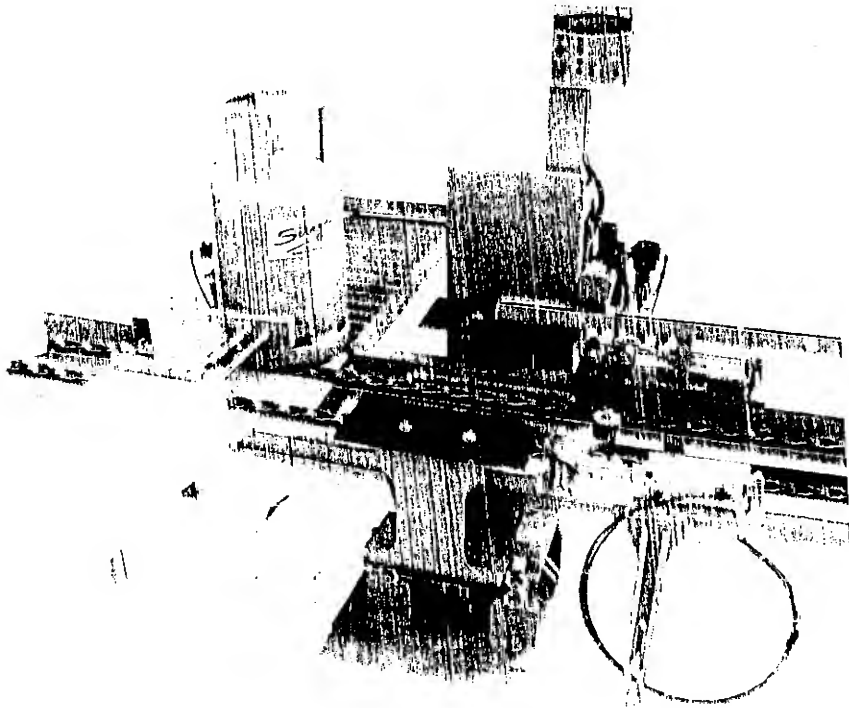
[F.No. WM-21 (211) 2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1315.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सिरागा सा लैस हरवॉक्स-बीपी 14, 36500 बुजानकैस, फ्रांस द्वारा विनिर्मित यथार्थता वर्ग III/III वाला "यू एल आई एस" शृंखला के अस्वचालित तोलन उपकरण (लिफ्टिंग टेबलटाप टाइप इलेक्ट्रॉनिक चैक स्केल) के मॉडल का, जिसके ब्रांड का नाम "सिरागा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स सिरागा इंडिया प्राइवेट लिमिटेड, 351 एस एस आई को-आपरेटिव फ्लेटिड इस्टेट लिमिटेड, प्लॉट नं. 69, एमआईडीसी एरिया, नासिक-422007 द्वारा भारत में बिक्री से पहले या बाद में बिना किसी परिवर्तन के विपणित किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/13/114 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।



आकृति-2 : सीलिंग प्रावधान

उक्त मॉडल एक अस्वचालित तोलन उपकरण (लिफ्टिंग टेबलटाप टाइप इलेक्ट्रॉनिक चैक स्केल) यथार्थता वर्ग III/III वाला है। इसकी अधिकतम क्षमता की रेंज 50 कि.ग्रा. \leq मैक्स \leq 300 कि.ग्रा. और सत्यापन मापमान अंतराल (ई) \geq 5 ग्रा. है। इंडीकेंटर के लिए मापमान अंतराल ए- \leq 5000 वर्ग III उपकरणों के लिए और एन \leq 10000 वर्ग III उपकरणों के लिए है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। उपकरण 9वीं डी सी वाय 230 वोल्ट एसी/9वीं डीसी एडाप्टर पर कार्य करता है।

लीड और वायर से सीलिंग करने के लिए उपकरण पर दो छेद दिए गए हैं। उपकरण को खोले जाने से रोकने के लिए लीड सील लगाई जाती है। उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

[फा. सं. डब्ल्यू एम-21 (174)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1315.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, along with the Model approval certificate issued by the NMI, The Netherland is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Lifting table type electronic check scale) of accuracy Class III/III of "ULIS" series with brand name "SIRAGA" (hereinafter referred to as the said Model), manufactured by M/s. Siraga Sa Les Herveaux-BP 14, 36500, Buzanceais, France and marketed in India without any alteration before or after sale in India by M/s. Siraga India Private Limited, 351 SSI Co-Op Flsatted Estate Limited, Plot No. 69, MIDCArea, Nasik-422007, Maharashtra and which is assigned the approval mark IND. 09/13/114;

The said Model is a non-automatic weighing instrument (Lifting table type electronic check scale) of accuracy class III/III. Its maximum capacity is in the range of $50\text{Kg} \leq \text{Max} \leq 300\text{ kg}$ and verification scale interval (e) $\geq 5\text{g}$. For indicator the value of scale interval $n \leq 5000$ for Class III instruments and $n \leq 10000$ for Class III instruments. It has a tare device with a 100 percent subtractive retained taer effect. The indicator operates on 9V DC via 230V AC/9V DC adapter.

Figure-1 Model

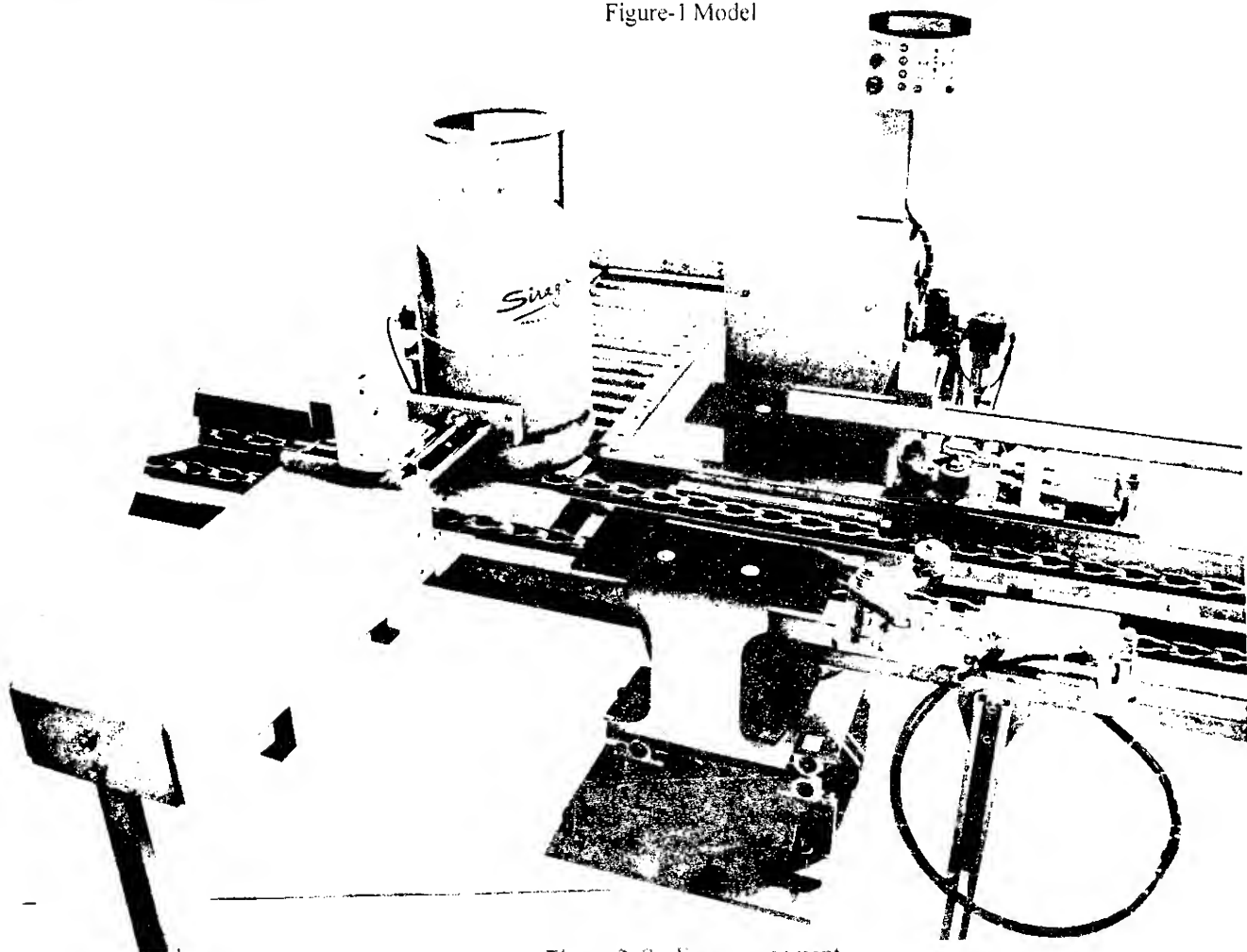


Figure-2: Sealing arrangement

Two bolts are provided with the instruments for sealing through lead and wire. Then lead seal is applied to prevent of opening the instrument. The instrument has external access to calibration. A dip switch has also been provided in A/D card mother board to disable access to external calibration. A typical schematic diagram of sealing provision of the Model is given above.

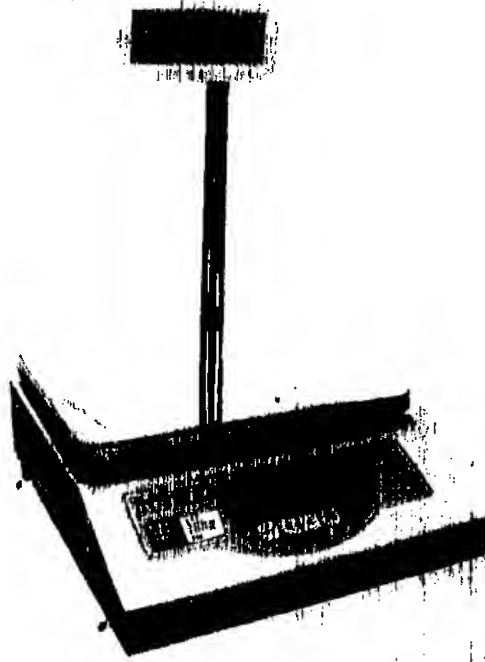
[F. No. WM-21 (174)/2008]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1316.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स गुरुकृपा इंटरप्राइज, नं. 83, एमआईटी कालोनी, शास्त्री नगर, नियर हमराज मित्र मंडल, कोथरुड, पुणे-411038 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले “टीटीटी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “तोशिबा” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/268 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी करती है।



आकृति-2 : सीलिंग प्रावधान का योजनाबद्ध डायग्राम

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

इंडीकेटर के स्केल की बाटम प्लेट और टाप कवर में छेद करके इन छेदों में से सीलिंग वायर निकाल कर लीड सील से सीलिंग की जाती है। सील तोड़े बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है, कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे, जो 100 मि.ग्रा. से 2 ग्रा. तक के “ई” मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (114)/2008]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 9th April, 2010

S.O. 1316.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of "TTT" Series of medium accuracy (Accuracy Class-III) and with brand name "TOSHIBA" (hereinafter referred to as the said Model), manufactured by M/s. Gurukrupa Enterprises, No. 83, MIT Colony, Shastri Nagar, Nr. Hamraj Mitra Mandal, Koithrud, Pune-411038 and which is assigned the approval mark IND 09/05/268;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30Kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model

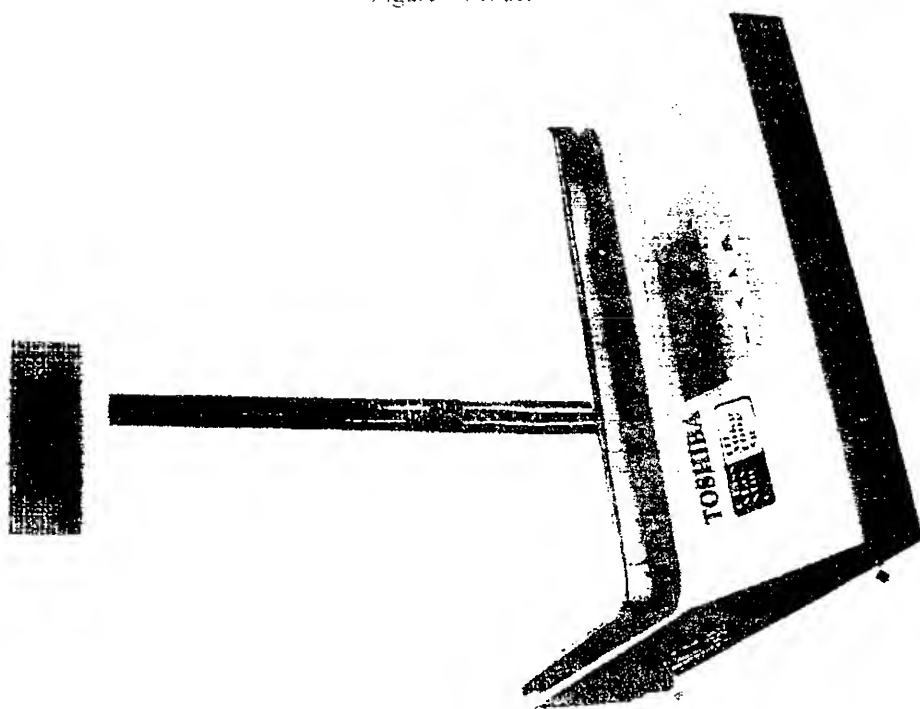


Figure-2 : Sealing diagram of the model

Sealing is done by the sealing wire passing through the holes made in the bottom Plate and top cover of the scale with the lead seal. The instrument can not be opened without breaking the seals. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2 g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (114)2008]

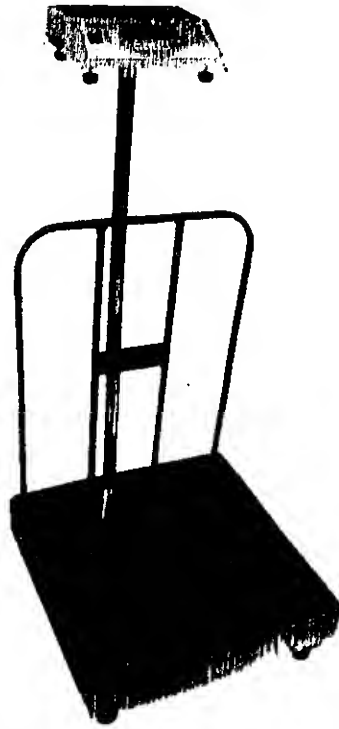
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1317.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करने हुए, मैसर्स गुरुकृपा इंटरप्राइज, नं. 83, एमआईटी कालोनी, शास्त्री नगर, नियर हमराज मित्र मंडल, कोथरुड, पुणे-411 038 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "टीपीएफ" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "तोशिबा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/269 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेट फार्म प्रकार) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 : सीलिंग प्रावधान का योजनाबद्ध डायग्राम

इंडीकेटर के स्केल की बाटम प्लेट और टाप कवर में छेद करके इन छेदों में से सीलिंग वायर निकाल कर लीड सील से सीलिंग की जाती है। सील तोड़ने बिना इंडीकेटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21 (114)/2008]

बी. एन. दाक्षित, निदेशक, विधिक माप विभाग

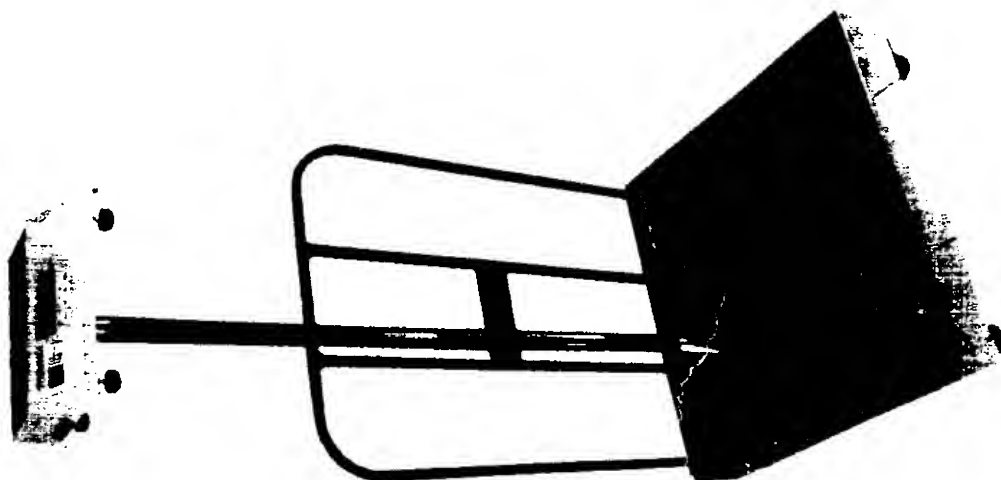
New Delhi, the 9th April, 2010

S.O. 1317.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class III) of series "TPF" and with brand name "TOSHIBA" (hereinafter referred to as the said Model), manufactured by M/s. Gurukrupa Enterprises, No. 83, MIT Colony, Shastri Nagar, Nr. Hamraj Mitra Mandal, Koithrud, Pune-411 038 and which is assigned the approval mark IND/09/08/269;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000Kg. and minimum capacity of 4 kg. The verification scale interval (e) is 200 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50Hertz alternative current power supply.

Figure-1 Model



Sealing is done by the sealing wire passing through the holes made in the bottom plate and top cover of the indicator of the scale with the lead seal. The indicator can not be opened without breaking the seals. A typical schematic diagram of sealing provision of the Model is given above.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21 (114)/2008]

B. N. DIXIT, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 14 अप्रैल, 2010

का.आ. 1318.—भारतीय भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि, वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3604249	01-02-2010	मैसर्स फेयरमेट कैमिकलस प्रा. लिमिटेड, आर एस नंबर 129, ब्लॉक नंबर 235, मधुवाड, ता. पादरा, वडोदरा	कंक्रीट एडमिक्सचर्स	9103	—	—	1999
2.	3604451	05-02-2010	मैसर्स सी एम जवैलर्स, पादीयार भुवन के पास, गुरु नानक चौक, पालनपुर, बनसकांटा	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
3.	3604350	05-02-2010	मैसर्स राधिका जवैलर्स, शॉप नंबर 1, ग्राउंड फ्लोर, सुकन माल, राजस्थान हास्पिटल के पास, शाही बाग, अहमदाबाद	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
4.	3605251	03-02-2010	मैसर्स ई आई ड्यूपोंयंट इंडिया प्रा. लि. प्लांट नंबर के वी 1, जी आई डी सी, सी, सावली, गांव अलींदरा, वडोदरा-391 775	एच (प्रीट्रीटमेंट) प्राइमर	5666	—	—	1970
5.	3605150	03-02-2010	मैसर्स ई आई ड्यूपोंयंट प्रा. लि., प्लांट नंबर के वी 1, जी आई डी सी, सावली, गांव अलींदरा, वडोदरा-391 775	पालीयूरेथेन फुल ग्लास इनैमल (टू पैक)	13213	—	—	1991
6.	3605352	03-02-2010	मैसर्स ई आई ड्यूपोंयंट प्रा. लि., प्लांट नंबर के वी 1, जी आई डी सी, सावली, गांव अलींदरा, वडोदरा-391 775	पालीयूरेथेन बेस सरफेसर (टू पैक) फार एक्सटी-रीयर पेंटिंग आफ रेलवे कोचिस	13799	—	—	1993
7.	3606051	05-02-2010	मैसर्स ओलम्पिक सिमेंट प्रा. लि., सावली सामलया रोड, पुराने सामलया के पास, पोस्ट प्रतापनगर, ता. सावली, वडोदरा	53 ग्रेड आडिनरी पोर्टलैंड सिमेंट	12269	—	—	1987
8.	3606455	05-02-2010	मैसर्स जैनम केबल इंडस्ट्रीज, प्लांट नंबर 55, रोड नंबर 5, जी आई डी सी, काथवाडा, अहमदाबाद	पी वी सी इंसुलेटिड केबल	694	—	—	1990
9.	3605958	05-02-2010	मैसर्स एच एन जी फ्लोट ग्लास लिमिटेड, जी आई डी सी फेस III, हलोल पंचमहल	सेफ्टी ग्लास	2553	1	—	1990
10.	3606152	05-02-2010	मैसर्स खंडेवाल स्टील इंडस्ट्रीज, ब्लॉक नंबर 1988, पोस्ट वामेज, ता. कडी, मेहसाना	स्टील फार जनरल स्ट्रक्चरल परपस	2062	—	—	2006

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
11.	3607154	12-02-2010	मैसर्स अक्षरधाम डायमंड ज्वैलरी, प्लॉट नंबर 4, राजहंस सोसाइटी, कपूरवाडी, खोडियार नगर रोड, वाराछा, सूरत-6	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
12.	3607659	16-02-2010	मैसर्स कमल इंडस्ट्रीज, प्लॉट नंबर, 1608 सी/1/बी, जी आई डी सी, छतराल, गांधीनगर	पी वी सी इंसूलेटिड केबल	694	—	—	1990
13.	3607760	16-02-2010	मैसर्स मेकवैल इंडस्ट्रीज, उंझा सिद्धपुर हाईवे, जैन टैंपल के सामने, भाइक्रोस्टेट फैक्टरी के पास, मेहसाना	पावर श्रेशर	9020	—	—	2002
14.	3608055	18-02-2010	मैसर्स एरीक केबल इंडस्ट्रीज, प्लॉट नंबर 9, रोड नंबर 2, उद्धना, उद्योगनगर, सूरत	पी वी सी इंसूलेटिड केबल	694	—	—	1990
15.	3608257	19-02-2010	मैसर्स शुभ लाभ ज्वैलर्स, एम/38/448, पारसनगर, जी एच बी फ्लैट, सोला रोड, नारायणपुरा, अहमदाबाद	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
16.	3608762	11-02-2010	मैसर्स अलटिमा सर्व, शोड नंबर ए-2/2, जी आई डी सी, वापी, वलसाद	ब्रोमाडायोलीनस सी बी	12913	—	—	1990
17.	3608863	11-02-2010	मैसर्स अलटिमा सर्व, शोड नंबर ए-2/2, जी आई डी सी, वापी वलसाद	ब्रोमाडायोलीनस सी बी	12912	—	—	1990
18.	3609259	18-02-2010	मैसर्स सत्यम पलाय इंडस्ट्रीज, उंझा सिद्धपुर हाईवे, प्रीत रैस्टोरेंट, मेहसाना	ब्लाक बोर्ड	1659	—	—	2004
19.	3609461	24-02-2010	मैसर्स डायनेमिक प्रोडक्ट लिमिटेड, 3709/6 3710/1 3710/3, जी आई डी सी एस्टेट, अंकलेश्वर, भारूच	ब्रीलियंट ब्लू एफ सी एफ, फूड ग्रेड	6406	—	—	1994
20.	3609562	23-02-2010	मैसर्स डायनेमिक प्रोडक्ट लिमिटेड, 3709/6, 3710/1 3710/3, जी आई डी सी एस्टेट, अंकलेश्वर, भारूच	सिंथैटिक फुड कलर प्रीपेरेशन तथा मिक्सचर्स	5346	—	—	1994
21.	3609865	23-02-2010	मैसर्स डायनेमिक प्रोडक्ट लिमिटेड, 3709/6, 3710/1, 3710/3, जी आई डी सी एस्टेट, अंकलेश्वर, भारूच	कार्मोसाइन, फुड ग्रेड	2923	—	—	1995
22.	3609764	23-02-2010	मैसर्स डायनेमिक प्रोडक्ट लिमिटेड, 3709/6, 3710/1, 3710/3, जी आई डी सी एस्टेट, अंकलेश्वर, भारूच	पोनसीयु, फुड ग्रेड	2923	—	—	1995
23.	3609663	23-02-2010	मैसर्स डायनेमिक प्रोडक्ट लिमिटेड, 3709/6 3710/1 3710/3, जी आई डी सी एस्टेट, अंकलेश्वर, भारूच	सनसेट यैलो, फुड ग्रेड	1695	—	—	1994

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
24.	3610850	25-02-2010	मैसर्स झिझूवाडिया नवीनचंद्रा तथा सन्स, अंबामाता मंदिर के सामने, नडियाडी खडकी, एम जी रोड, पी ओ मांडवी, वडोदरा	स्वर्ण तथा धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
25.	3610749	25-02-2010	मैसर्स झिझूवाडिया नवीनचंद्रा तथा सन्स, अंबामाता मंदिर के सामने, नडियाडी खडकी, एम जी रोड, पी ओ मांडवी, वडोदरा	चांदी तथा चांदीधातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	2112	-	-	2003
26.	3610648	25-02-2010	मैसर्स सोनी नानालाल बेचारदास जवैलर्स प्रा. लि., 201, क्रिस्टल आरकडे, टेलिफोन एक्सचेंज के बाद में, सी जी रोड, अहमदाबाद	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
27.	3610446	22-02-2010	मैसर्स न्यू कैमी इंडस्ट्रीज लिमिटेड, सी-5/184-185, जी पी सी बी आफिस के पास, एन एच नंबर 8, जी आई डी सी, वापी, वलसाद	क्लोरोपाइरीफास इम-अलसीफएबल कंसट्रेंट	8944	-	-	1978
28.	3610345	24-02-2010	मैसर्स मेधदूत लैमीनार्ट प्रा. लि., 88/89, एन आई डी सी एस्टेट, लांभा रोड, नारोल, अहमदाबाद	डैकोरेटिव थर्मोसेटिंग सिंथैटिक रेसिन बांडिड लैमिनेटिड शीट	2046	-	-	1995
29.	3610547	24-02-2010	मैसर्स सत्यम पलाय इंडस्ट्रीज, उंझा सिद्धपुर हाईवे, प्रीत रैस्टोरेंट, मेहसाना	प्लायवुड फार जनरल परपस	303	-	-	1989
30.	3611549	26-02-2010	मैसर्स आशीवाद ज्वैलर्स, सारीबजरंग स्टेशन रोड, हाउस नंबर 1763, अमलसा, ता गणदेवी, नवसारी	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
31.	3611953	24-02-2010	मैसर्स आर बी पालिमर्स लिमिटेड, प्लाट नंबर 103 से 108, महालक्ष्मी इंडस्ट्रियल एस्टेट, एट आइवा, अहमदाबाद	डैकोरेटिव थर्मोसेटिंग सिंथैटिक रेसिन बांडिड लैमिनेटिड शीट	2046	-	-	1995

[सं. सी एम डी/13 : 11]

सी. के. महेश्वरी, वैज्ञानिक-जी (प्रमाणन)

BUREAU OF INDIAN STANDARDS

New Delhi, the 14th April, 2010

S. O. 1318.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988 of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licences No.	Grant date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3604249	01-02-2010	Fairmate Chemicals Pvt. Ltd., R.S. No. 129, Block No. 235, Madhuvad, TA : Padra Vadodara.	Concrete admixtures	9103	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	3604451	05-02-2010	C. M. Jewellers, Near Padhiyar Bhuvan, Guru Nanak Chowk, Palanpur. Banaskantha.	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	—	—	1999
3.	3604350	05-02-2010	Radhika Jewellers, Shop No. 1, Ground Floor, Sukan Mall, Near Rajasthan Hospital, Shahibaug. Ahmedabad.	Gold and Gold Alloy, Jewellery/Artefacts- Fineness and Marking	1417	—	—	1999
4.	3605251	03-02-2010	E.I. Dupoint India Pvt. Ltd., Plot No. KV-1, GIDC Savli, Village Alindra, Vadodara- 391775.	Etch (Pretreatment) Primer	5666	—	—	1970
5.	3605150	03-02-2010	E.I. Dupoint India Pvt. Ltd., Plot No. KV-1, GIDC Savli, Village Alindra, Vadodara- 391775.	Polyurethane full gloss enamel (two pack)	13213	—	—	1991
6.	3605352	03-02-2010	E.I. Dupoint India Pvt. Ltd., Plot No. KV-1, GIDC Savli, Village Alindra, Vadodara- 391775	Polyurethane Base Surfacer (Two Pack) for Exterior Painting of Railway Coaches	13799	—	—	1993
7.	3606051	05-02-2010	Olympic Cement Pvt. Ltd., Savli Samlaya Road, Near Old Samlaya, Post Pratapnagar. Tal Savli, Vadodara	53 grade ordinary Portland cement	12269	—	—	1987
8.	3606455	05-02-2010	Jainam Cable Industries Plot No. 55, Road No. 5, G.I.D.C. Kathwada, Ahmedabad.	PVC Insulated Cable	694	—	—	1990
9.	3605958	05-02-2010	HNG Float Glass Limited, GIDC Phase III, Halol, Panchmahal.	Safety Glass	2553	1	—	1990
10.	3606152	05-02-2010	Khandelwal Steel Industries, Block No. 1988, Post Vamaj, Taluka Kadi, Mehsana.	Steel for General Structural Purposes	2062	—	—	2006
11.	3607154	12-02-2010	Akshardham Diamond Jewellery, Plot No. 4, Rajhans Society, Kapoorwadi Khodiyar Nagar Road, Varachha Surat-6.	Gold and Gold Alloy, Jewellery/Artefacts- Fineness and Marking	1417	—	—	1999
12.	3607659	16-02-2010	Kamal Industries, Plot No. 1608 C/1/B GIDC Chhatral Gandhinagar.	PVC Insulated Cable	694	—	—	1990
13.	3607760	16-02-2010	Makwel Industries, Unjha-Siddhpur Highway, Opp Jain Temple, Near Microstal Factory, Mehsana	Power Threshers	9020	—	—	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
14.	3608055	18-02-2010	Erick Cable Industries, Plot No. 9, Road No. 2 Udhna Udhayog Nagar, Surat.	PVC Insulated Cable	694	—	—	1990
15.	3608257	19-02-2010	Shubh Labh Jewellers, M/38/448, Parasnagar, GHB Flat Solaroad, Naranpura, Ahmedabad.	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	—	—	1999
16.	3608762	11-02-2010	Ultima Search, Shed No. A-2/2, G.I.D.C. Vapi, Valsad	Bromadiolone CB	12913	—	—	1990
17.	3608863	11-02-2010	Ultima Search, Shed No. A-2/2, G.I.D.C. Vapi, Valsad.	Bromadiolone RB	12912	—	—	1990
18.	3609259	18-02-2010	Satyam Ply Industries, Unjha Siddhpur Highway, Near Preet Resturant Mehsana.	Block Boards	1659	—	—	2004
19.	3609461	24-02-2010	Dynemic Products Limited 3709/6, 3710/1, 3710/3, G.I.D.C. Estate, Ankleshwar, Bharuch	Brilliant Blue FCF, Foodgrade	6406	—	—	1994
20.	3609562	23-02-2010	Dynemic Products Limited, 3709/6, 3710/1, 3710/3, G.I.D.C. Estate, Ankleshwar, Bharuch	Synthetic Food Colour- Preparations and Mixtures	5346	—	—	1994
21.	3609865	23-02-2010	Dynemic Products Limited, 3709/6, 3710/1, 3710/3, G.I.D.C. Estate, Ankleshwar, Bharuch	Carmoisine, Food Grade	2923	—	—	1995
22.	3609764	23-02-2010	Dynemic Products Limited 3709/6, 3710/1, 3710/3, G.I.D.C. Estate, Ankleshwar, Bharuch	Ponceau 4R, Food Grade	2558	—	—	1994
23.	3609663	23-02-2010	Dynemic Products Limited 3709/6, 3710/1, 3710/3, G.I.D.C. Estate, Ankleshwar, Bharuch.	Sunset Yellow, Food Grade	1695	—	—	1994
24.	3610850	25-02-2010	Zinzuvadia Navinchandra & Sons Opp Ambamata Temple Nadiadi Khadki, M.G. Road, P.O. Mandvi, Vadodara	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	—	—	1999
25.	3610749	25-02-2010	Zinzuvadia Navinchandra & Sons Opp. Ambamata Temple Nadiadi Khadki, M.G. Road P.O. Mandi, Vadodara	Silver and Silver Alloys, Jewellery/Artefacts- Fineness and Marking	2112	—	—	2003
26.	3610648	25-02-2010	Soni Nanalal Bechardad Jewellers Pvt. Ltd., 201, Crystal Arcade, Next to Telephone Exchange C.G. Road. Ahmedabad.	Gold and Gold Alloys, Jewellery/Artefacts-Fine- ness and marking	1417	—	—	1999
27.	3610446	22-02-2010	New Chemi Industries Ltd., C-5/184-185, near GPCB Office, N.H.No.8, GIDC, Vapi. Valsad	Chlorpyrifos Emulsifiable Concentrates	8944	—	—	1978

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
28.	3610345	24-02-2010	Meghdoot Laminart Pvt. Ltd, 88/89 N.I.D.C. Estate, Lambha Road, Narol, Ahmedabad.	Decorative Thermosett- ing Synthetic Resin, Bonded Laminated Sheets	2046	—	—	1995
29.	3610547	24-02-2010	Satyam Ply Industries, Unjha Siddhpur Highway, Near Preet Restaurant, Mehsana	Plywood for general purposes	303	—	—	1989
30.	3611549	26-02-2010	Aashirwad Jewellers, Saribujrang Station Road, House No. 1763 Amalsa Tal : Gandevi, Navsari	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	—	—	1999
31.	3611953	24-02-2010	R.B. Polymers Ltd., Plot No. 103 to 108, Mahalaxmi Industrial Estate, At-Iyava Ahmedabad.	Decorative Thermoset- ting Synthetic Resin Bonded Laminated Sheets	2046	—	—	1995

[No.CMD/13:11]

C. K. MAHESHWARI, Scientist-G (Certification)

नई दिल्ली, 14 अप्रैल, 2010

का.आ. 1319.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल-	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1.	7884810	मैसर्स मैडिट्रॉनिक्स हेल्थ केयर प्रा. लिमिटेड, भिलाड लघु औद्योगिक सहकारी मंडल लिमिटेड, प्लॉट नंबर 5, सारोग्राम रोड, टिटलवाला हास्पिटल के पास, भिलाड, उमरगांव, वलसाद-396105	डायग्नोस्टिक मैडिकल एक्स रे इक्विपमेंट पार्ट 1 जनरल सेफ्टी रिक्वायरमेंट आई एस 7620 (पार्ट 1) : 1986	05-02-2010

[सं. सीएमडी/13:13]

सी. के. महेश्वरी, वैज्ञानिक-जी (प्रमाणन)

New Delhi, the 14th April, 2010

S.O. 1319.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988 of the Bureau of Indian Standards, hereby notified that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/L-	Name & Address of the Licensee	Article/Process with relevant Indian Standards covered by licence cancelled	Date of Cancellation
1.	7884810	M/s. Meditronics Healthcare Private Limited, Bhilad Laghu Audhyogic Sahakari Mandal Limited, Plot No. 5, Sarigram Road, Near Titalwala Hospital, Bhilad, Umergaon, Valsad-396 105	Diagnostic Medical X Ray Equipment Part I General and Safety Requirements IS 7620 (Pt. I) : 1986	05-02-2010

[No. CMD 13:13]

C. K. MAHASHWARI, Scientist-G (Certification)

नई दिल्ली, 3 मई, 2010

का.आ. 1320.—भारतीय मानक ब्यूरो नियम 1987 के नियम, 7 के उपनियम (1) के (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (को) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस/आई एस ओ 10555-1:1995 जीवाणु रहित, एक बार प्रयोग में आने वाले इंद्रावस्कुलर कैथेटर्स-भाग 1 सामान्य अपेक्षाएं	—	दिसंबर, 2009
2.	आई एस/आई एस ओ 10555-2:1996 जीवाणु रहित, एक बार प्रयोग में आने वाले इंद्रावस्कुलर कैथेटर्स-भाग 2 एंजियोग्राफिक कैथेटर्स	—	दिसंबर, 2009
3.	आई एस/आई एस ओ 10555-3:1996 जीवाणु रहित, एक बार प्रयोग में आने वाले इंद्रावस्कुलर कैथेटर्स-भाग 3 केंद्रीय वीनस कैथेटर्स	—	दिसंबर, 2009
4.	आई एस/आई एस ओ 10555-4:1996 जीवाणु रहित, एक बार प्रयोग में आने वाले इंद्रावस्कुलर कैथेटर्स-भाग 4 बैलून डाइलेटेशन कैथेटर्स	—	दिसंबर, 2009
5.	आई एस/आई ई सी 61262-2:1994 चिकित्सीय विद्युत उपस्कर-विद्युत-प्रकाशिक, एक्स-रे बिम्ब त्रिकारकों के अभिलक्षण भाग 2 परिवर्तन कारक ज्ञात करना	आई एस 13813:1993	दिसंबर, 2009

इन भारतीय मानकों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलुरु, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम एच डी/जी 3.5]

राहुल कुमार, वैज्ञानिक स्फ एवं प्रमुख (एम एच डी)

New Delhi, the 3rd May, 2010

S. O. 1320.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each.

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. and year of Indian Standards, if any, superseded by the new Indian Standard	Date of established
(1)	(2)	(3)	(4)
1.	IS/ISO 10555-1:1995 Sterile Single-use Intravascular Catheters Part 1 General Requirements.	—	December, 2009

(1)	(2)	(3)	(4)
2.	IS/ISO 10555-2:1996 Sterile, Single-use Intravascular Catheters Part 2 Angiographic Catheters	—	December, 2009
3.	IS/ISO 10555-3:1996 Sterile, Single-use Intravascular Catheters Part 3 Central Venous Catheters	—	December, 2009
4.	IS/ISO 10555-4:1996 Sterile, Single-use Intravascular Catheters Part 4 Balloon Dilatation Catheters	—	December, 2009
25.	IS/IEC 61262-2:1994 Medical Electrical Equipment Characteristics of Electro-Optical X-Ray Image Intensifiers Part 2 Determination of the Conversion Factor	IS 13813:1993	December, 2009

Copy of these Indian Standards is available for sale with the Bureau of Indian Standards, Manak Bavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MHD/G-3.5]

RAHUL KUMAR, Scientist-'F' & Head (MHD)

नई दिल्ली, 11 मई, 2010

का.आ. 1321.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 4999:1991 पुरानी मिट्टी की ग्राइंटिंग के लिये सिफारिशें (पहला पुनरीक्षण)	संशोधन संख्या 1 अप्रैल, 2010	30 अप्रैल, 2010

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्ल्यू आर डी 08/टी-1]

जे. सी. अरोड़ा, वैज्ञा.-एफ एवं प्रमुख (जल संशोधन वि.)

New Delhi, the 11th May, 2010

S. O. 1321.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 4999:1991 Recommendations for grouting of previous soil (first revision)	Amendment No. 1 April, 2010	30-04-2010

Copy of this Indian Standard is available for sale with the Bureau of Indian Standards, Manak Bavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 08/T-1]

J. C. ARORA, Sc-F & Head (Water Resources Deptt.)

नई दिल्ली, 11 मई, 2010

का.आ. 1322.—भारतीय मानक ब्यूरो नियम 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 9461:1980 नदी के अस्थायी पथ परिवर्तन कार्यों के डिजाइन के लिए अपेक्षित आँकड़ों के मार्गदर्शी सिद्धांत	संशोधन संख्या 1 अप्रैल, 2010	30 अप्रैल, 2010

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों, अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्ल्यू आर डी 22/टी-5]

जे. सी. अरोड़ा, वैज्ञानिक-एफ एवं प्रमुख (जल संसाधन वि.)

New Delhi, the 11th May, 2010

S. O. 1322.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 9461:1980 Guidelines for data required for design of temporary river diversion works	Amendment No. 1 April 2010	30 April, 2010

Copy of this Indian Standards is available for sale with the Bureau of Indian Standards, Manak Bavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 22/T-5]

J. C. ARORA, Sc-F & Head (Water Resources Deptt.)

नई दिल्ली, 11 मई, 2010

का.आ. 1323.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 11150:1983-कंक्रीट बांध की संरचना-रीति संहिता (पहला पुनरीक्षण)	संशोधन संख्या 1 अप्रैल 2010	30 अप्रैल, 2010

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्ल्यू आर डी 22/टी-12]

जे. सी. अरोड़ा, वैज्ञा-एफ एवं प्रमुख (जल संसाधन वि.)

New Delhi, the 11th May, 2010

S. O. 1323.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 11150:1983 Construction of concrete barrages-Code of Practice (first revision)	Amendment No. 1 April 2010	30 April, 2010

Copy of this Indian Standard is available for sale with the Bureau of Indian Standards, Manak Bavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 22/T-12]

J. C. ARORA, Sc-F & Head (Water Resources Deptt.)

नई दिल्ली, 12 मई, 2010

का.आ. 1324.—भारतीय मानक ब्यूरो नियम 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 4247 (भाग 1):1993 सतह पन-बिजलीघर की संरचना-डिजाइन की भारतीय मानक रीति संहिता का मसौदा भाग 1 डिजाइनों का आंकड़ा (तीसरा पुनरीक्षण)	संशोधन संख्या 1 जनवरी 2008	31-01-08
2.	आईएस 4247 (भाग 2):1992 सतह पन-बिजलीघर की संरचना-डिजाइन की भारतीय मानक रीति संहिता का मसौदा भाग 2 अधिसंरचना (तीसरा पुनरीक्षण)	संशोधन संख्या 1 जनवरी 2008	31-01-08

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्लू आर डी 15/टी-1 & टी-2]

285 Sh. Pankaj Kumar
Asstt. Engineer
P.O. Delhi Cantonment

New Delhi, the 12th May, 2010

जे. सी. अरोड़ा, वैज्ञा-एफ एवं प्रमुख (जल संसाधन वि.)

S. O. 1324.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 4247 (Part 1): 1993 Code of Practice for structural design of surface hydro-electric power stations: Part 1 Data for design (Third Revision)	Amendment No. 1 January 2008	31st January 2008
2.	IS 4247 (Part 2): 1992 Code of Practice for structural design of surface hydro-electric power stations: Part 1 Superstructure (Second Revision)	Amendment No. 1 January 2008	31st January 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 15/T-1 and T-2]

J. C. ARORA, Sc-F & Head (Water Resources Deptt.)

नई दिल्ली, 12 मई, 2010

का.आ. 1325.—भारतीय मानक ब्यूरो नियम 1987 के नियम, 7 के उपनियम (1) के खंड (ख) के अनुसार में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए वे स्थापित हो गये हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15847:2009 खुले चैनलों में द्रव प्रवाह मापन-अवस्था अबंपात-निकासी संबंध	—	31-07-2009

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन 9 बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्लू आर डी 1/T-70]

जे. सी. अरोड़ा, वैज्ञा-एफ एवं प्रमुख (जल संसाधन वि.)

New Delhi, the 12th May, 2010

S. O. 1325.—In pursuance of clause (b) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards Established	No. and Year of the Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15847 : 2009 Measurement of Liquid Flow in Open Channels-Stage-Fall-Discharge Relationships	—	31-07-2009

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bhahadur Shah Zafar Marg, New Delhi-110002 and Regional offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 1/T-70]

J. C. ARORA, Sc-F & Head (Water Resources Deptt.)

नई दिल्ली, 13 मई, 2010

का.आ. 1326.—भारतीय भारत मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक में संशोधन किया गया है :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधनों की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	8272:1984	1. मई, 2010	31 मई, 2010
2.	9498:1980	1. मई, 2010	31 मई, 2010
3.	12654:1989	1. मई, 2010	31 मई, 2010

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' व प्रमुख (सिविल इंजीनियरी)

New Delhi, the 13th May, 2010

S. O. 1326.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of The amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	8272:1984	1, May, 2010	31 May, 2010

(1)	(2)	(3)	(4)
2.	9498:1980	1, May, 2010	31 May, 2010
3.	12654:1989	1, May, 2010	31 May, 2010

Copy of the amendment are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc 'F' & Head (Civil Engg.)

नई दिल्ली, 13 मई, 2010

का.आ. 1327.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद् द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 11293 (भाग 1): 1985 अभिपूर्ण अवरोध की डिजाइन के मार्गदर्शी सिद्धांत: भाग 1 मृदा एवं पाषाण भरित बांध	संशोधन संख्या 2 अप्रैल, 2010	30 अप्रैल, 2010

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग : नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : डब्ल्यू आर डी 08/टी-5]

जे. सी. अरोड़ा, वैज्ञा.-एफ एवं प्रमुख (जल संसाधन वि.)

New Delhi, the 13th May, 2010

S. O. 1327.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 11293(Part 1):1985 Guidelines for the design of grout curtains: Part 1 Earth and rockfill dams	Amendmtn No. 2 April, 2010	30-04-2010

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: WRD 08/T-5]

J. C. ARORA, Sc-F & Head (Water Resources Deptt.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 11 मई, 2010

का.आ. 1328.—केंद्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन" बिछाई जानी चाहिए;

और केंद्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केंद्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर-751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-सुंदरगढ	जिला-सुंदरगढ	राज्य-उड़ीसा		
गाँव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)
लेडिमना	2826	00	02	92
	2570	00	12	38
	2571	00	15	32
	2572	00	03	06
	2573	00	01	47
	2584	00	03	24
	2586	00	05	81
	2585	00	01	88
	2594	00	00	53
	2583	00	09	27
	2595	00	08	36

(1)	(2)	(3)	(4)	(5)
लेडिमना	2529	00	01	67
	2596	00	03	57
	2510	00	07	46
	2509	00	08	94
	3077	00	04	82
	2612	00	00	73
	2613	00	07	08
	3075	00	00	10
	3076	00	04	17
	2656	00	05	15
	2657	00	06	90
	2659	00	00	10
	2654	00	03	00
	2660	00	06	60
	2661	00	05	03
	2650	00	00	16
	2662	00	00	80
	2806	00	01	58
	2798	00	00	40
	2797	00	01	43
	2796	00	06	76
	2789	00	07	37
	2788	00	05	82
	3001	00	00	10
	3002	00	02	93
	2787	00	00	69
	2786	00	08	83
	2990	00	00	10
	2751	00	04	24
	2752	00	05	56
	2991	00	00	36
	2753	00	04	26
	2756	00	01	24
	2755	00	02	09
	2754	00	00	32
	2725	00	01	84
	2726	00	03	22
	2727	00	00	10
	2724	00	00	10
	2728	00	01	50
	2719	00	08	75

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
लेडिमना	3090	00	01	72	बुदेलकानी	1497	00	00	22
	2718	00	00	10		1494	00	03	47
	2738	00	04	30		1505	00	08	50
सुआँमाल	352	00	04	40		1506	00	13	97
	355	00	00	20		1513	00	06	78
	353	00	06	87		1509	00	00	88
	354	00	02	64		1514	00	00	11
	351	00	00	31		1512	00	06	45
	350	00	10	32		1511	00	01	10
	118	00	04	85		1864	00	11	44
	119	00	03	42		1474	00	01	31
	120	00	03	01		1526	00	03	69
	121	00	00	11		1842	00	04	71
	122	00	02	25		1525	00	05	34
	123	00	02	01		1527	00	02	57
	108	00	02	21		1528	00	05	58
	107	00	01	81		1533	00	01	12
	106	00	04	19		1532	00	22	50
	125	00	00	82		1459	00	29	47
	102	00	06	95		1463	00	04	94
	126	00	05	49		1462	00	03	62
	128	00	03	81		1461	00	00	44
	129	00	01	27		1543	00	00	83
	130	00	03	16		1544	00	14	17
	133	00	04	42		1545	00	02	07
	135	00	00	47		1859	00	00	64
	139	00	03	49		1766	00	01	42
	132	00	00	31		1767	00	05	79
	141	00	08	97		1765	00	05	34
	142	00	10	06		1748	00	04	59
	144	00	01	20		1747	00	00	24
	101	00	04	20		1749	00	05	16
	8	00	02	24		1745	00	00	25
	7	00	03	62		1751	00	04	87
	4	00	10	26		1744	00	01	00
	6	00	00	20		1752	00	02	84
	5	00	02	02		1755	00	00	13
बुदेलकानी	1493	00	08	36		1743	00	23	05
	1496	00	01	43		1741	00	10	21
	1495	00	02	23		1750	00	04	69

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
खेरिआकानी	1498	00	03	10	खेरिआकानी	1218	00	02	65
	1373	00	03	75		1152	00	02	04
	1381	00	05	14		1153	00	00	10
	1380	00	04	82		1156	00	00	56
	1374	00	32	90		1155	00	03	68
	1387	00	00	24		1149	00	00	22
	1406	00	07	19		1157	00	06	28
	1407	00	00	69		1161	00	02	46
	1411	00	07	41		1159	00	00	10
	1412	00	08	28		1160	00	04	25
	1416	00	10	65		1144	00	12	78
	1417	00	09	61		1141	00	03	02
	1420	00	03	34		1140	00	03	97
	1421	00	01	47		1142	00	00	21
	1423	00	00	10		1139	00	01	17
	1424	00	02	79		1136	00	02	19
	1425	00	03	06		898	00	03	60
	1426	00	00	43		899	00	03	10
	1427	00	00	65		900	00	01	40
	1428	00	00	18		903	00	11	23
	1286	00	00	10		902	00	00	16
	1285	00	00	56		943	00	00	10
	1284	00	02	43		946	00	00	79
	1283	00	00	87		945	00	04	04
	1247	00	05	11		944	00	03	64
	1248	00	07	47		959	00	01	91
	1250	00	00	89		960	00	05	71
	1249	00	00	27		958	00	00	28
	1252	00	07	07		961	00	03	57
	1253	00	00	10		956	00	01	23
	1231	00	01	07		969	00	03	50
	1230	00	01	46		970	00	00	75
	1226	00	03	51		968	00	05	48
	1224	00	00	16		972	00	00	10
	1225	00	02	16		973	00	02	27
	1227	00	00	10		987	00	04	21
	1223	00	03	78		986	00	03	35
	1222	00	02	88		985	00	00	49
	1220	00	02	34		984	00	10	02
	1216	00	02	26		983	00	00	10

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
खेरिआकानी	1014	00	03	30	धरुआडिहि	10	00	06	67
	1015	00	02	71		11	00	00	72
	1016	00	04	04		16	00	07	91
	1017	00	00	41		17	00	07	72
	1023	00	02	68		15	00	00	30
	1021	00	03	37		38	00	05	59
	1022	00	01	09		39	00	03	75
	1030	00	00	82		36	00	01	34
	1029	00	10	32		40	00	05	36
	1028	00	00	14		35	00	05	97
	1045	00	00	48		43	00	04	05
	1044	00	00	81		44	00	11	25
	1041	00	06	47		45	00	08	71
	1042	00	05	95		48	00	01	39
	1058	00	00	10		46	00	06	78
	1059	00	00	10		47	00	03	59
	1060	00	00	10		50	00	05	62
	1062	00	02	02		51	00	03	20
	1039	00	08	42		52	00	03	03
	1064	00	00	10	फिरिन्गवाहाल	3043	00	04	96
	1063	00	03	22		3046	00	05	24
	1061	00	03	73		3045	00	01	17
	1112	00	00	95		3041	00	01	76
	1111	00	00	48		3054	00	07	22
	1110	00	05	44		3053	00	06	22
	1109	00	05	13		3052	00	00	36
	1108	00	09	38		3066	00	09	16
	1088	00	09	00		3065	00	01	20
	1083	00	00	50		3085	00	01	51
	1089	00	03	88		3064	00	04	25
	1090	00	01	55		3063	00	05	27
	1081	00	01	50		3089	00	00	18
	1082	00	03	50		3062	00	05	12
	1092	00	04	11		3060	00	13	29
	1093	00	04	01		3061	00	00	10
धरुआडिहि	2	00	05	86		3094	00	00	10
	3	00	08	69		3095	00	01	07
	4	00	03	24		3096	00	05	62
	9	00	05	20		2494	00	16	45
	8	00	10	73		2551	00	03	06

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
फिरिन्नाबाहाल	2552	00	05	13	फिरिन्नाबाहाल	2375	00	01	37
	2547	00	07	67		2376	00	01	73
	2546	00	02	08		2377	00	01	81
	2548	00	00	74		2378	00	02	33
	2545	00	03	50		2379	00	03	86
	2541	00	00	10		2178	00	00	89
	2543	00	04	72		2177	00	00	25
	2544	00	01	29		2796	00	02	31
	2542	00	00	10		2176	00	03	57
	2501	00	04	07		2175	00	07	22
	2503	00	08	03		2174	00	08	05
	2462	00	00	73		2172	00	01	44
	2504	00	02	14		2166	00	04	20
	2502	00	03	11		2165	00	06	00
	2461	00	03	02		2163	00	02	34
	2460	00	01	36		2145	00	06	54
	3306	00	08	39		3293	00	00	40
	2517	00	00	38		2111	00	04	96
	2449	00	09	62		2112	00	02	21
	2450	00	00	10		2113	00	00	10
	2447	00	02	25		2130	00	01	02
	2448	00	08	00		2131	00	00	20
	2442	00	03	35		2114	00	01	02
	2444	00	01	55		2129	00	02	68
	2443	00	01	96		2128	00	01	10
	3302	00	00	14		2127	00	19	84
	3303	00	00	18		1958	00	00	20
	2439	00	00	19		1961	00	00	10
	2440	00	07	37		1960	00	00	86
	3304	00	00	13		1959	00	05	99
	3305	00	00	19		1956	00	09	15
	2441	00	04	03		1955	00	04	15
	2392	00	00	17		1953	00	04	09
	2393	00	08	39		1922	00	00	10
	2391	00	11	90		1923	00	03	30
	2371	00	01	52		1924	00	02	56
	2388	00	00	47		1926	00	01	34
	2372	00	02	47		1925	00	02	16
	2374	00	02	32		1914	00	13	39
	2373	00	00	16		1915	00	04	39

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
धनआडिहि	1913	00	00	51	कुल्टा	2544	00	01	22
	1881	00	04	52		2420	00	00	10
	1882	00	03	58		1957	00	16	41
	1883	00	00	53		1958	00	00	19
	1880	00	09	80		1984	00	01	83
	1884	00	12	30		1959	00	02	31
	1885	00	04	29		1981	00	02	26
	1846	00	00	10		1980	00	10	29
	1843	00	07	40		1960	00	02	69
	1889	00	07	05		2560	00	09	84
कुल्टा	2261	00	05	27		1939	00	02	78
	2225	00	07	74		1961	00	05	24
	2216	00	10	31		1938	00	01	89
	2227	00	08	35		1963	00	05	49
	2215	00	04	03		1964	00	00	10
	2213	00	01	30		1968	00	00	33
	2214	00	05	25		1934	00	02	46
	2217	00	02	17		1933	00	05	54
	2212	00	08	10		1932	00	08	67
	2200	00	08	65		1927	00	00	30
	2201	00	00	10		1931	00	07	10
	2199	00	06	09		1928	00	00	27
	2197	00	05	49		1930	00	03	63
	2194	00	04	35		1929	00	06	88
	2195	00	08	19		1637	00	14	08
	2196	00	00	10		1907	00	00	10
	2106	00	00	68		1636	00	00	30
	2164	00	01	56		1638	00	01	98
	2108	00	01	56		1635	00	01	50
	2109	00	19	23		1634	00	07	19
	2150	00	00	10		1626	00	05	31
	2149	00	00	10		1627	00	02	92
	2110	00	02	76		1623	00	05	76
	2111	00	03	34		1620	00	03	81
	2116	00	03	13		1618	00	00	34
	2117	00	03	28		1617	00	04	91
	2119	00	09	56		1616	00	06	17
	2123	00	00	34		1588	00	46	83
	2120	00	01	41		1589	00	07	50
	2122	00	08	81		1585	00	10	00

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
कुल्य	1057	00	00	10	कुल्य	1209	00	01	53
	1063	00	05	58		1213	00	02	25
	1064	00	02	86		1212	00	06	84
	1062	00	02	87		1214	00	02	21
	1067	00	16	95		1423	00	08	90
	1069	00	06	77		1420	00	19	69
	1068	00	01	31		2442	00	07	94
	1071	00	02	51	कापुटिकिंग	433	00	02	79
	1072	00	03	83		436	00	02	52
	1083	00	01	86		438	00	16	31
	1082	00	02	19		460	00	00	12
	1081	00	06	04		401	00	02	30
	1077	00	05	57		402	00	03	90
	1078	00	01	96		403	00	01	59
	1573	00	01	21		429	00	11	24
	1094	00	06	62		412	00	04	83
	1458	00	06	58		408	00	05	27
	1459	00	00	10		260	00	00	46
	1097	00	11	64		261	00	03	88
	1095	00	01	55		253	00	04	95
	1457	00	02	29		264	00	03	91
	1098	00	02	50		139	00	03	62
	1099	00	02	41		496	00	00	20
	1100	00	03	50		138	00	03	49
	1101	00	00	20		136	00	00	65
	1103	00	01	20		135	00	03	10
	1123	00	01	76		146	00	03	93
	1124	00	03	08		147	00	04	33
	1125	00	03	89		148	00	00	81
	1126	00	02	45		125	00	00	99
	1127	00	02	02		124	00	04	85
	1128	00	01	86		123	00	01	92
	1129	00	01	69		120	00	00	10
	1130	00	02	27		116	00	04	04
	1132	00	05	77		82	00	04	25
	1133	00	01	42		480	00	10	18
	1187	00	05	14		80	00	03	11
	1191	00	06	04		72	00	03	56
	1190	00	03	18		70	00	05	13
	1189	00	07	23		71	00	00	10
	1195	00	06	36					
	1198	00	01	12					
	1199	00	02	28					
	1197	00	08	42					

[फा. स. आर-25011/6/2010-ओ.आर-1]

बी. के. दत्ता, अवसर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 11th May, 2010

S.O. 1328.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a "Paradip-Sambalpur-Raipur-Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur - Raipur-Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751009, (Orissa).

SCHEDULE

Tehsil : Sundargarh District : Sundargarh State : Orissa

Name of the Village	Plot No.	Hectare	Area Are	Sq. mtr.
(1)	(2)	(3)	(4)	(5)
Ledimanga	2826	00	02	92
	2570	00	12	38
	2571	00	15	32
	2572	00	03	06
	2573	00	01	47
	2584	00	03	24
	2586	00	05	81
	2585	00	01	88
	2594	00	00	53
	2583	00	09	27
	2595	00	08	36
	2529	00	01	67
	2596	00	03	57
	2510	00	07	46

(1)	(2)	(3)	(4)	(5)
Ledimanga	2509	00	08	94
	3077	00	04	82
	2612	00	00	73
	2613	00	07	08
	3075	00	00	10
	3076	00	04	17
	2656	00	05	15
	2657	00	06	90
	2659	00	00	10
	2654	00	03	00
	2660	00	06	60
	2661	00	05	03
	2650	00	00	16
	2662	00	00	80
	2806	00	01	58
	2798	00	00	40
	2797	00	01	43
	2796	00	06	76
	2789	00	07	37
	2788	00	05	82
	3001	00	00	10
	3002	00	02	93
	2787	00	00	69
	2786	00	08	83
	2990	00	00	10
	2751	00	04	24
	2752	00	05	56
	2991	00	00	36
	2753	00	04	26
	2756	00	01	24
	2755	00	02	09
	2754	00	00	32
	2725	00	01	84
	2726	00	03	22
	2727	00	00	10
	2724	00	00	10
	2728	00	01	50
	2719	00	08	75
	3090	00	01	72
	2718	00	00	10
	2738	00	04	30

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Suanmal	352	00	04	40	Budelkani	1513	00	06	78
	355	00	00	20		1509	00	00	88
	353	00	06	87		1514	00	00	11
	354	00	02	64		1512	00	06	45
	351	00	00	31		1511	00	01	10
	350	00	10	32		1864	00	11	44
	118	00	04	85		1474	00	01	31
	119	00	03	42		1526	00	03	69
	120	00	03	01		1842	00	04	71
	121	00	00	11		1525	00	05	34
	122	00	02	25		1527	00	02	57
	123	00	02	01		1528	00	05	58
	108	00	02	21		1533	00	01	12
	107	00	01	31		1532	00	22	50
	106	00	04	19		1459	00	29	47
	125	00	00	82		1463	00	04	94
	102	00	06	95		1462	00	03	62
	126	00	05	49		1461	00	00	44
	128	00	03	81		1543	00	00	83
	129	00	01	27		1544	00	14	17
	130	00	03	16		1545	00	02	07
	133	00	04	42		1859	00	00	64
	135	00	00	47		1766	00	01	42
	139	00	03	49		1767	00	05	79
	132	00	00	31		1765	00	05	34
	141	00	08	97		1748	00	04	59
	142	00	10	06		1747	00	00	24
	144	00	01	20		1749	00	05	16
	101	00	04	20		1745	00	00	25
	8	00	02	24		1751	00	04	87
	7	00	03	62		1744	00	01	00
	4	00	10	26		1752	00	02	84
	6	00	00	20		1755	00	00	13
	5	00	02	02		1743	00	23	05
Budelkani	1493	00	08	35	Kheriakani	1741	00	10	21
	1496	00	01	43		1750	00	04	69
	1495	00	02	23		1498	00	03	10
	1497	00	00	22		1373	00	03	75
	1494	00	03	47		1381	00	05	14
	1505	00	08	50		1380	00	04	82
	1506	00	13	97		1374	00	32	90

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kheriakani	1387	00	00	24	Kheriakani	1157	00	06	28
	1406	00	07	19		1161	00	02	46
	1407	00	00	69		1159	00	00	10
	1411	00	07	41		1160	00	04	25
	1412	00	08	28		1144	00	12	78
	1416	00	10	65		1141	00	03	02
	1417	00	09	61		1140	00	03	97
	1420	00	03	34		1142	00	00	21
	1421	00	01	47		1139	00	01	17
	1423	00	00	10		1136	00	02	19
	1424	00	02	79		898	00	03	60
	1425	00	03	06		899	00	03	10
	1426	00	00	43		900	00	01	40
	1427	00	00	65		903	00	11	23
	1428	00	00	18		902	00	00	16
	1286	00	00	10		943	00	00	10
	1285	00	00	56		946	00	00	74
	1284	00	02	43		945	00	04	04
	1283	00	00	87		944	00	03	64
	1247	00	05	11		959	00	01	91
	1248	00	07	47		960	00	05	71
	1250	00	00	89		958	00	00	28
	1249	00	00	27		961	00	03	57
	1252	00	07	07		956	00	01	23
	1253	00	00	10		969	00	03	50
	1231	00	01	07		970	00	00	75
	1230	00	01	46		968	00	05	48
	1226	00	03	51		972	00	00	10
	1224	00	00	16		973	00	02	27
	1225	00	02	10		987	00	04	21
	1227	00	00	10		986	00	03	35
	1223	00	03	78		985	00	00	49
	1222	00	02	88		984	00	10	02
	1220	00	02	34		983	00	00	10
	1216	00	02	26		1014	00	03	30
	1218	00	02	65		1015	00	02	71
	1152	00	02	04		1016	00	04	04
	1153	00	00	10		1017	00	00	41
	1156	00	00	56		1023	00	02	68
	1155	00	03	68		1021	00	03	37
	1149	00	00	22		1022	00	01	09

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kheriakani	1030	00	00	82	Dharuadihi	40	00	05	36
	1029	00	10	32		35	00	05	97
	1028	00	00	14		43	00	04	05
	1045	00	00	48		44	00	11	25
	1044	00	00	81		45	00	08	71
	1041	00	06	47		48	00	01	39
	1042	00	05	95		46	00	06	78
	1058	00	00	10		47	00	03	59
	1059	00	00	10		50	00	05	62
	1060	00	00	10		51	00	03	20
	1062	00	02	02		52	00	03	03
	1039	00	08	42	Phiringabahal	3043	00	04	96
	1064	00	00	10		3046	00	05	24
	1063	00	03	22		3045	00	01	17
	1061	00	03	73		3041	00	01	76
	1112	00	00	95		3054	00	07	22
	1111	00	00	48		3053	00	06	22
	1110	00	05	44		3052	00	00	36
	1109	00	05	13		3066	00	09	16
	1108	00	09	38		3065	00	01	20
	1088	00	09	00		3085	00	01	51
	1083	00	00	50		3064	00	04	25
	1089	00	03	88		3063	00	05	27
	1090	00	01	55		3089	00	00	18
	1081	00	01	50		3062	00	05	12
	1082	00	03	50		3060	00	13	29
	1092	00	04	11		3061	00	00	10
	1093	00	04	01		3094	00	00	10
Dharuadihi	2	00	05	86		3095	00	01	07
	3	00	08	69		3096	00	05	62
	4	00	03	24		2494	00	16	45
	9	00	05	20		2551	00	03	06
	8	00	10	73		2552	00	05	13
	10	00	06	67		2547	00	07	67
	11	00	00	72		2546	00	02	08
	16	00	07	91		2548	00	00	74
	17	00	07	72		2545	00	03	50
	15	00	00	30		2541	00	00	10
	38	00	05	59		2543	00	04	72
	39	00	03	75		2544	00	01	29
	36	00	01	34		2542	00	00	10

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Phiringabahal	2501	00	04	07	Phiringabahal	2174	00	08	05
	2503	00	08	03		2172	00	01	44
	2462	00	00	73		2166	00	04	20
	2504	00	02	14		2165	00	06	00
	2502	00	03	11		2163	00	02	34
	2461	00	03	02		2145	00	06	54
	2460	00	01	36		3293	00	00	40
	3306	00	08	39		2111	00	04	96
	2517	00	00	38		2112	00	02	21
	2449	00	09	62		2113	00	00	10
	2450	00	00	10		2130	00	01	02
	2447	00	02	25		2131	00	00	20
	2448	00	08	00		2114	00	01	02
	2442	00	03	35		2129	00	02	68
	2444	00	01	55		2128	00	01	10
	2443	00	01	96		2127	00	19	84
	3302	00	00	14		1958	00	00	20
	3303	00	00	18		1961	00	00	10
	2439	00	00	19		1960	00	00	86
	2440	00	07	37		1959	00	05	99
	3304	00	00	13		1956	00	09	15
	3305	00	00	19		1955	00	04	15
	2441	00	04	03		1953	00	04	09
	2392	00	00	17		1922	00	00	10
	2393	00	08	39		1923	00	03	30
	2391	00	11	90		1924	00	02	56
	2371	00	01	52		1926	00	01	34
	2388	00	00	47		1925	00	02	16
	2372	00	02	47		1914	00	13	39
	2374	00	02	32		1915	00	04	39
	2373	00	00	16		1913	00	00	51
	2375	00	01	37		1881	00	04	52
	2376	00	01	73		1882	00	03	58
	2377	00	01	81		1883	00	00	53
	2378	00	02	33		1880	00	09	80
	2379	00	03	86		1884	00	12	30
	2178	00	00	89		1885	00	04	29
	2177	00	00	25		1846	00	00	10
	2796	00	02	31		1843	00	07	40
	2176	00	03	57		1889	00	07	05
	2175	00	07	22					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kulata	2261	00	05	27	Kulata	1939	00	02	78
	2225	00	07	74		1961	00	05	24
	2216	00	10	31		1938	00	01	89
	2227	00	08	35		1963	00	05	49
	2215	00	04	03		1964	00	00	10
	2213	00	01	30		1968	00	00	33
	2214	00	05	25		1934	00	02	46
	2217	00	02	17		1933	00	05	54
	2212	00	08	10		1932	00	08	67
	2200	00	08	65		1927	00	00	30
	2201	00	00	10		1931	00	07	10
	2199	00	06	09		1928	00	00	27
	2197	00	05	49		1930	00	03	63
	2194	00	04	35		1929	00	06	88
	2195	00	08	19		1637	00	14	08
	2196	00	00	10		1907	00	00	10
	2106	00	00	68		1636	00	00	30
	2164	00	01	56		1638	00	01	98
	2108	00	01	56		1635	00	01	50
	2109	00	19	23		1634	00	07	19
	2150	00	00	10		1626	00	05	31
	2149	00	00	10		1627	00	02	92
	2110	00	02	76		1623	00	05	76
	2111	00	03	34		1620	00	03	81
	2116	00	03	13		1618	00	00	34
	2117	00	03	28		1617	00	04	91
	2119	00	09	56		1616	00	06	17
	2123	00	00	34		1588	00	46	83
	2120	00	01	41		1589	00	07	50
	2122	00	08	81		1586	00	10	00
	2544	00	01	22		1057	00	00	10
	2420	00	00	10		1063	00	05	58
	1957	00	16	41		1064	00	02	86
	1958	00	00	19		1062	00	02	86
	1984	00	01	83		1067	00	16	95
	1959	00	02	31		1069	00	06	77
	1981	00	02	26		1068	00	01	31
	1980	00	10	29		1071	00	02	51
	1960	00	02	69		1072	00	03	83
	2560	00	09	84					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kulata	1083	00	01	86	Kulata	1423	00	08	90
	1082	00	02	19		1420	00	19	69
	1081	00	06	04		2442	00	07	94
	1077	00	05	57	Kaputikira	433	00	02	79
	1078	00	01	96		436	00	02	52
	573	00	01	21		438	00	16	31
	1094	00	06	62		400	00	00	12
	1458	00	06	58		401	00	02	30
	1459	00	00	10		402	00	03	90
	1097	00	11	64		403	00	01	59
	1095	00	01	55		429	00	11	24
	1457	00	02	29		412	00	04	83
	1098	00	02	50		408	00	05	27
	1099	00	02	41		260	00	00	46
	1100	00	03	50		261	00	03	88
	1101	00	00	20		253	00	04	95
	1103	00	01	20		264	00	03	91
	1123	00	01	76		139	00	03	62
	1124	00	03	08		496	00	00	20
	1125	00	03	89		138	00	03	49
	1126	00	02	45		136	00	00	65
	1127	00	02	02		135	00	03	10
	1128	00	01	86		146	00	03	93
	1129	00	01	69		147	00	04	33
	1130	00	02	27		148	00	00	81
	1132	00	05	77		125	00	00	99
	1133	00	01	42		124	00	04	85
	1187	00	05	14		123	00	01	92
	1191	00	06	04		120	00	00	10
	1190	00	03	18		116	00	04	04
	1189	00	07	23		82	00	04	25
	1195	00	06	36		480	00	10	18
	1198	00	01	45		80	00	03	11
	1199	00	02	28		72	00	03	56
	1197	00	08	48		70	00	05	13
	1209	00	01	53		71	00	00	10
	1213	00	02	25					
	1212	00	06	84					
	1214	00	02	21					

[No. R-25011/6/2010-OR-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 17 मई, 2010

का.आ. 1329.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री सुकान्त कुमार प्रधान, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, 1295, फॉरेस्ट पार्क, भुवनेश्वर-751009 (उड़ीसा) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-बरगढ़	जिला-बरगढ़	राज्य-उड़ीसा		
गांव का नाम	प्लॉट नं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)
कलापाणि	3600	00	02	95
	3599	00	00	30
	3593	00	05	07
	3592	00	05	22
	3591	00	08	58
	3589	00	00	20
	3586	00	05	26
	3587	00	01	09
	3588	00	13	20
	3609	00	11	75
	3610	00	12	84
	3611	00	03	39

(1)	(2)	(3)	(4)	(5)
कलापाणि	3619	00	14	87
	3544	00	14	37
	3547	00	15	52
	3535	00	00	84
	3542	00	10	90
	3538	00	01	41
	3539	00	03	23
	3540	00	08	12
	3537	00	00	11
	3629	00	07	98
	3630	00	15	69
	3635	00	12	35
	3638	00	20	99
	3639	00	14	10
	3640	00	00	20
	3451	00	03	05
	3495	00	11	23
	3496	00	00	21
	3453	00	05	44
	3454	00	04	10
	3455	00	10	78
	3458	00	11	68
	3462	00	01	26
	3460	00	07	28
	3461	00	00	47
	3465	00	13	14
	3464	00	00	10
	2546	00	08	24
	2545	00	00	30
	2548	00	00	10
	2547	00	08	10
	2553	00	05	99
	2552	00	10	32
	2554	00	00	95
	2582	00	04	56
	2592	00	03	28
	2593	00	03	63
	2591	00	04	09
	2589	00	02	81
	2595	00	00	23
	2596	00	02	54

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
कलापाणि	2597	00	00	82	बराहगोडा	2979	00	02	85
	2598	00	02	04		2966	00	00	55
	2588	00	01	53		2967	00	02	25
	2602	00	02	10		3255	00	03	48
	2374	00	05	39		2969	00	11	97
	2404	00	00	30		2974	00	11	72
	2373	00	01	03		2975	00	11	56
	2372	00	21	34		2976	00	06	79
	2367	00	04	51		2783	00	05	21
	2368	00	04	45		2784	00	01	40
	2365	00	04	95		2782	00	03	98
	2364	00	04	05		2778	00	20	75
	2362	00	10	35		2776	00	04	20
	2164	00	00	30		2774	00	02	49
	2163	00	04	29		2746	00	04	35
	2156	00	00	10		2773	00	04	64
	2157	00	01	23		2770	00	08	10
	2159	00	02	56		2748	00	00	10
	2160	00	01	34		2750	00	09	86
	2161	00	00	81		2749	00	05	71
	2158	00	03	64		2751	00	03	69
	2162	00	00	45		2717	00	11	03
	2166	00	03	71		2703	00	24	08
	2194	00	00	79		2755	00	01	22
	2192	00	02	19		2694	00	01	80
	2190	00	00	26	आम्बसडा	1310	00	02	17
	2193	00	00	66		613	00	08	82
	2191	00	04	39		614	00	08	12
	2260	00	00	24		605	00	07	53
	2195	00	00	10		604	00	03	46
	2259	00	02	07		602	00	06	19
	2256	00	11	56		603	00	05	69
	2258	00	00	56		601	00	11	09
	2246	00	07	93		573	00	09	17
	2078	00	09	31		572	00	07	18
बराहगोडा	3065	00	09	09		571	00	10	57
	2990	00	00	10		1313	00	00	30
	2986	00	03	03		566	00	01	82
	2987	00	04	23		565	00	00	84
	2988	00	07	57		552	00	09	03
	2985	00	06	51		554	00	10	12

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
आम्बसडा	557	00	13	11	तोरा	5881	00	04	91
	555	00	00	10		5884	00	17	88
	558	00	00	20		5879	00	01	90
	560	00	03	05		5888	00	05	63
	556	00	00	10		5889	00	06	87
	559	00	16	76		5960	00	02	00
	219	00	00	20		5892	00	05	20
	509	00	02	04		5958	00	00	17
	508	00	16	27		5957	00	03	54
	502	00	10	99		5956	00	05	31
	503	00	08	59		5893	00	00	73
	1311	00	06	39		5894	00	12	16
	495	00	04	15		5954	00	00	98
	309	00	17	10		5897	00	01	34
	310	00	07	29		5953	00	00	37
	311	00	00	23		5898	00	15	13
	312	00	09	13		5943	00	00	10
	491	00	01	13		5899	00	00	10
	314	00	02	28		5942	00	03	13
	476	00	00	20		5941	00	02	06
	488	00	26	84		5939	00	02	13
	319	00	07	71		5927	00	06	83
	320	00	00	20		5917	00	04	85
	321	00	02	81		5926	00	01	51
	333	00	05	31		5923	00	05	63
	330	00	19	25		5922	00	00	21
	331	00	15	94		5924	00	01	73
	326	00	01	29		5920	00	01	52
	324	00	09	49		5531	00	07	51
	323	00	00	10		5603	00	12	48
	360	00	01	35		5532	00	00	14
तोरा	5513	00	01	19		5604	00	00	10
	5514	00	02	58		5599	00	02	77
	5515	00	01	32		5602	00	00	10
	5516	00	01	04		5601	00	03	53
	6021	00	04	38		5600	00	01	50
	6022	00	04	37		5564	00	03	84
	8137	00	02	58		5563	00	03	15
	5876	00	03	06		5565	00	05	03
	5877	00	00	10		5556	00	05	19
	5882	00	09	65		5557	00	01	29

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
तोरा	5552	00	00	33	तोरा	3318	00	01	85
	5555	00	00	42		3319	00	01	63
	5554	00	02	00		3320	00	17	71
	5553	00	01	05		3322	00	05	85
	5548	00	13	99		3321	00	14	85
	5546	00	00	52		7880	00	10	87
	5547	00	04	80		7787	00	00	69
	4901	00	02	44		7615	00	06	55
	4897	00	00	10		3371	00	13	47
	4898	00	06	40		3337	00	00	52
	4899	00	02	14		3370	00	13	80
	4894	00	00	10		3338	00	06	17
	4893	00	17	13		7745	00	07	12
	4891	00	00	10		3339	00	04	54
	4892	00	06	90		3344	00	06	96
	4811	00	07	11		3345	00	03	59
	4812	00	08	20		3368	00	00	84
	4810	00	00	10		3367	00	00	33
	4813	00	02	30		3346	00	04	00
	4809	00	05	34		3366	00	02	05
	4816	00	01	26		3353	00	02	05
	4818	00	10	08		3352	00	08	02
	4817	00	01	49		3351	00	00	31
	4819	00	00	10		7621	00	04	45
	4820	00	04	41		3356	00	00	22
	4776	00	02	88		3350	00	02	14
	4721	00	08	81		3357	00	01	07
	4737	00	04	27		3862	00	03	68
	4719	00	04	98		3861	00	03	58
	4718	00	07	05		3864	00	06	40
	4717	00	16	70		3866	00	04	13
	4741	00	00	77		3865	00	02	51
	4716	00	06	60		3867	00	14	07
	3291	00	00	10		3844	00	03	22
	3292	00	11	77		3762	00	00	18
	3293	00	17	10		3760	00	04	58
	7580	00	02	16		3761	00	05	93
	3264	00	02	31		3757	00	14	14
	3294	00	07	27		3753	00	08	87
	3263	00	02	66		3754	00	02	24
	3312	00	01	14		3749	00	12	81

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
तोरा	3748	00	03	68	रूनाणिआ	2032	00	01	91
	3747	00	03	45		2031	00	00	10
	7887	00	01	28		2035	00	07	42
	3746	00	00	85		1565	00	21	10
	7888	00	01	34		2030	00	05	67
	3745	00	01	42		1567	00	03	42
	3744	00	09	85		1299	00	01	29
	3743	00	01	27		1300	00	06	25
	3739	00	03	12		1297	00	10	65
	3738	00	00	38		1295	00	04	51
	3741	00	00	10		1294	00	01	42
	3737	00	04	58		1301	00	06	70
	3736	00	02	87		1342	00	00	96
	3735	00	11	30		1341	00	06	32
	3734	00	01	04		1329	00	14	13
	3733	00	14	47		1328	00	09	02
	3732	00	07	70		1327	00	03	52
	7654	00	02	27		1326	00	06	13
रूनाणिआ	1839	00	01	75		1323	00	03	46
	1838	00	08	80		1325	00	12	94
	1836	00	04	31		1324	00	20	38
	1835	00	07	66		1314	00	01	22
	1827	00	28	95		1315	00	09	73
	1828	00	01	55		1307	00	05	56
	1821	00	02	58		654	00	06	22
	1820	00	01	38		655	00	03	15
	1819	00	01	14		657	00	04	64
	1637	00	12	43		668	00	00	71
	2089	00	20	44		658	00	12	16
	1633	00	00	10		675	00	30	19
	1632	00	14	32		677	00	06	29
	2092	00	01	03		676	00	02	58
	1631	00	33	70		630	00	03	64
	1630	00	00	60		480	00	05	66
	2043	00	24	31		485	00	20	50
	1641	00	02	54		484	00	02	38
	1571	00	00	80		486	00	00	30
	1572	00	01	21		472	00	16	17
	1570	00	00	88		471	00	04	92
	2028	00	00	18		487	00	20	31
	2029	00	16	18		1902	00	05	08

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
रूनाणिआ	1908	00	00	30	सरसरा	8211	00	01	97
	387	00	09	92		8295	00	12	46
	469	00	08	98		8215	00	00	49
	391	00	06	24		8216	00	14	23
	410	00	08	20		8163	00	20	00
	411	00	05	01		8157	00	06	55
	412	00	04	29		8155	00	15	18
	2064	00	06	46		8147	00	03	22
	414	00	06	31		8146	00	11	91
	422	00	04	98		8142	00	04	36
	421	00	05	10		8143	00	04	92
	1864	00	01	55		8030	00	01	20
	445	00	11	96		8029	00	00	22
	446	00	01	26		8028	00	05	99
	444	00	12	32		8027	00	04	92
	442	00	00	10		8026	00	04	86
	443	00	15	56		8020	00	02	29
	451	00	01	82		8024	00	06	32
	453	00	00	20		8021	00	04	88
	456	00	26	19		8694	00	02	71
	457	00	10	42		7707	00	03	32
	461	00	04	76		7706	00	01	03
	1919	00	00	50		8695	00	01	60
	458	00	11	48		7704	00	00	10
	67	00	01	62		7705	00	08	29
	68	00	02	44		4676	00	31	46
	66	00	04	47		5156	00	01	49
	460	00	00	10		5155	00	01	99
	459	00	00	10		5154	00	05	16
	65	00	18	36		5153	00	00	10
सरसरा	8365	00	20	02		5152	00	01	25
	8201	00	05	49		5151	00	20	07
	8202	00	02	76		5150	00	09	31
	8200	00	04	27		5147	00	10	92
	8198	00	05	99		4851	00	08	78
	8203	00	00	10		5146	00	15	85
	8206	00	01	76		5142	00	03	80
	8208	00	00	23		4859	00	02	47
	8207	00	15	12		5141	00	00	10
	8209	00	00	92		5140	00	02	70
	8210	00	04	02		5139	00	01	35
	8280	00	07	98					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
सरसरा	5138	00	06	94	सरसरा	6097	00	02	55
	5137	00	03	45		6090	00	04	18
	5116	00	17	06		6089	00	03	87
	5117	00	04	23		6100	00	00	80
	5119	00	06	60		6105	00	01	18
	5121	00	00	10		6118	00	13	94
	5120	00	05	75		6106	00	00	51
	5272	00	12	53		6107	00	05	12
	5273	00	04	05		6115	00	03	96
	5314	00	04	04		6116	00	11	29
	5315	00	07	22		6117	00	05	13
	5316	00	07	27		6174	00	05	64
	5317	00	00	13		6176	00	02	53
	5321	00	05	36		6175	00	05	10
	5320	00	10	00		6184	00	00	10
	5322	00	01	44		6173	00	02	02
	5319	00	00	10		6185	00	00	23
	5323	00	06	11		6172	00	00	14
	5373	00	04	32		6199	00	00	81
	5324	00	09	37		6200	00	04	12
	5372	00	01	54		6198	00	10	10
	5325	00	08	88		6194	00	00	10
	5363	00	04	17		6197	00	06	41
	5333	00	03	84		1414	00	01	12
	5334	00	12	39		1413	00	00	49
	5335	00	10	28		1415	00	04	84
	5331	00	00	39		1412	00	02	13
	5483	00	01	82		1411	00	02	27
	5484	00	01	27		1410	00	01	64
	5485	00	02	91		1416	00	05	92
	6013	00	10	65		1409	00	00	36
	6017	00	11	29		1408	00	04	60
	6018	00	02	89		1407	00	00	18
	6022	00	00	31		1502	00	02	60
	6016	00	01	48		1503	00	04	25
	6050	00	01	60		1504	00	06	92
	6059	00	00	20		1505	00	03	23
	6058	00	11	68		1506	00	03	50
	6060	00	09	78		1271	00	04	02
	6095	00	00	66		1262	00	00	10
	6094	00	04	68		1270	00	04	88
	6093	00	05	22		1263	00	01	54

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
सरसरा	1264	00	04	34	गुडेंसिरा	2263	00	01	15
	1269	00	00	47		2255	00	09	85
	1265	00	05	72		2250	00	09	66
	873	00	05	26		2256	00	06	49
	872	00	01	52		2258	00	01	84
	874	00	05	28		2257	00	02	94
	868	00	03	96		2259	00	06	35
	869	00	01	19		2237	00	05	75
	861	00	01	11		2262	00	01	56
	860	00	00	10		1947	00	12	49
	859	00	00	10		1948	00	14	39
	862	00	08	83		1949	00	17	32
	884	00	02	20		1920	00	06	73
	895	00	04	30		1919	00	01	38
	894	00	00	10		1921	00	07	25
	897	00	09	10		1922	00	17	01
	896	00	07	23		1916	00	00	64
	904	00	06	26		1914	00	00	86
	907	00	09	54		1875	00	03	38
	905	00	00	15		1898	00	05	20
	906	00	00	50		1899	00	11	86
	913	00	06	38		1896	00	00	23
	914	00	05	92		1897	00	05	97
	915	00	00	25		1894	00	03	97
	674	00	03	76		2340	00	05	46
	673	00	04	09		1893	00	01	39
	672	00	03	58		1881	00	14	13
	671	00	07	19		1882	00	00	10
	668	00	02	89		1855	00	04	20
	667	00	03	30		1849	00	01	77
	664	00	03	24		1848	00	24	12
	663	00	07	39		1818	00	09	57
	662	00	00	56		1819	00	00	39
	659	00	07	45		1821	00	01	27
	658	00	00	82		1830	00	01	99
	657	00	09	83		1847	00	04	11
	652	00	13	87		1846	00	20	49
	651	00	01	78		1834	00	07	89
	649	00	08	69		1845	00	12	39
गुडेंसिरा	2266	00	07	73	निलेंसर	1216	00	07	23
	2265	00	01	57		1167	00	18	52
	2264	00	01	27		1166	00	00	38

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
निलेसर (जारी)	1162	00	09	97	पथर्ला (जारी)	654	00	09	17
	1164	00	01	28		648	00	03	42
	1159	00	06	34		647	00	03	92
	1157	00	02	23		645	00	01	33
	1156	00	02	42		646	00	02	42
	1153	00	06	17		642	00	00	94
	1160	00	00	10		2271	00	01	63
	1158	00	03	11		638	00	00	29
	1161	00	01	64		639	00	02	87
	1151	00	00	10		640	00	00	10
	420	00	12	70		637	00	04	74
	1141	00	00	10		635	00	02	37
पथर्ला	1902	00	08	38		632	00	03	64
	1946	00	03	25		631	00	02	66
	1972	00	01	27		630	00	04	80
	2231	00	03	02		627	00	02	31
	2230	00	04	94		628	00	03	82
	1947	00	05	39		626	00	00	85
	1943	00	04	02		562	00	06	70
	2228	00	04	17		1984	00	01	43
	1942	00	07	19		563	00	00	55
	1936	00	10	54		560	00	07	90
	2225	00	00	94		558	00	24	70
	1906	00	25	76		557	00	03	17
	2261	00	02	98		555	00	07	91
	1905	00	00	80		556	00	03	69
	2670	00	00	69		2640	00	02	66
	2671	00	14	33		554	00	07	39
	1895	00	01	28	चकरकेन्द	3274	00	02	02
	1894	00	14	99		3273	00	09	27
	2275	00	03	68		3271	00	03	71
	2537	00	10	11		5105	00	04	00
	2616	00	04	09		4930	00	01	64
	674	00	06	91		4931	00	01	31
	665	00	18	57		3269	00	01	11
	2658	00	05	80		3268	00	00	10
	664	00	21	03		3266	00	09	54
	658	00	10	29		3265	00	00	10
	2669	00	02	96		5128	00	03	07
	657	00	04	71		3242	00	00	10
	656	00	03	57		3243	00	03	55

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
चकरकेन्द (जरी)	3261	00	01	23	चकरकेन्द (जरी)	3113	00	01	92
	3262	00	01	82		3105	00	06	03
	3260	00	06	53		3104	00	10	10
	3247	00	04	75		5115	00	02	08
	5127	00	04	07		3103	00	11	54
	3244	00	01	64		3100	00	00	10
	3249	00	05	05		3101	00	09	84
	3248	00	05	57		3102	00	04	97
	3250	00	02	12		3018	00	07	14
	3216	00	01	06		3003	00	02	38
	3215	00	01	90		3006	00	05	74
	3251	00	05	15		3007	00	05	13
	3252	00	02	53		3044	00	09	58
	5211	00	03	29		3048	00	05	76
	3208	00	05	85		3042	00	00	16
	3210	00	02	68		3049	00	01	97
	3209	00	04	00		3051	00	09	05
	3200	00	00	32		5158	00	11	12
	5129	00	13	24		3034	00	05	24
	4928	00	00	30		2758	00	30	26
	4829	00	00	72		2721	00	08	75
	4741	00	00	37		2719	00	17	43
	3197	00	05	57		2681	00	00	10
	3196	00	03	90		2682	00	01	43
	4939	00	00	87		2683	00	11	09
	3177	00	13	28		2684	00	07	23
	3193	00	00	88		2679	00	00	16
	3181	00	03	96		2685	00	08	89
	3178	00	04	28		2690	00	00	10
	3180	00	00	48		2697	00	02	53
	3179	00	06	73		2698	00	00	31
	3146	00	01	98		2696	00	14	26
	3143	00	21	96		2693	00	01	18
	3139	00	07	47		2694	00	02	35
	3138	00	05	39		2247	00	02	07
	3112	00	04	16		2401	00	01	01
	3111	00	06	33		2400	00	01	01
	3110	00	03	59					
	5110	00	03	18					
	5111	00	05	00					
	5114	00	00	76					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
चक्रकन्द	2404	00	00	40	चक्रकन्द	340	00	00	10
	2403	00	03	99		341	00	11	13
	2405	00	10	43		345	00	05	82
	4474	00	00	97		221	00	01	45
	2418	00	12	61		1509	00	01	38
	2389	00	01	54		215	00	02	73
	2417	00	04	64		201	00	01	87
	2419	00	10	56		202	00	07	65
	5074	00	02	40		303	00	01	45
	2420	00	01	96		1623	00	05	94
	2384	00	06	50		304	00	03	56
	4821	00	04	69		205	00	01	95
	2424	00	09	37		206	00	15	65
	2383	00	00	10		1624	00	16	58
	4819	00	00	71		165	00	00	10
	2432	00	04	56		467	00	19	70
	4475	00	02	81		468	00	02	12
	2433	00	04	44		469	00	17	30
	2379	00	01	37		471	00	06	72
	2434	00	00	38		174	00	01	58
	2437	00	04	53		475	00	10	04
	2376	00	15	07		41	00	21	35
	2438	00	00	98		58	00	02	59
	5077	00	02	50		39	00	06	11
	2440	00	09	23		40	00	03	58
	2441	00	24	50		42	00	00	62
ज्ञानकरपादि	303	00	11	88		32	00	25	85
	319	00	01	20		30	00	15	70
	302	00	00	40		31	00	04	33
	318	00	03	19		29	00	09	97
	304	00	02	46		28	00	03	40
	307	00	06	32	कन्दपादि	339	00	01	56
	306	00	16	16		329	00	16	37
	339	00	03	22		328	00	00	74
	349	00	00	78		1783	00	05	13
	342	00	12	26		1764	00	00	34
	341	00	00	10		327	00	05	89

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
केन्दपालि	317	00	06	21	केन्दपालि	78	00	14	14
	318	00	02	52		817	00	01	99
	321	00	02	93		77	00	00	20
	320	00	01	58		822	00	00	13
	322	00	00	14		821	00	00	20
	288	00	25	96		823	00	06	89
	285	00	01	27		825	00	07	13
	287	00	00	36		831	00	03	82
	286	00	05	79		832	00	00	41
	195	00	11	44		830	00	02	71
	1763	00	02	40		826	00	00	72
	190	00	15	54		829	00	02	00
	189	00	02	48		838	00	15	49
	188	00	02	53		841	00	00	25
	186	00	11	24		1765	00	02	57
	187	00	01	57		839	00	05	25
	184	00	10	25		840	00	01	24
	183	00	01	18		851	00	08	51
	181	00	00	10		852	00	00	14
	149	00	04	61		856	00	03	74
	182	00	06	40		855	00	06	09
	152	00	19	54		857	00	03	76
	151	00	02	91		866	00	21	85
	150	00	00	59		865	00	04	17
	119	00	05	17		864	00	16	53
	121	00	11	27		867	00	00	99
	115	00	00	10		1711	00	02	10
	113	00	08	02		3	00	02	39
	112	00	06	73		2	00	01	51
	110	00	00	49		1	00	02	65
	101	00	00	16	[फा. सं. आर-25011/7/2010-ओ.आर-1]				
	109	00	03	80	बी. के. दत्ता, अवर सचिव				
	108	00	04	38	New Delhi, the 17th May, 2010				
	107	00	03	55	S.O. 1329.—Whereas, it appears to the Central				
	104	00	03	34	Government that it is necessary in the public interest that				
	79	00	04	58	for the transportation of petroleum products from Paradip				
	815	00	00	73	(Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a				
					"Paradip - Sambalpur - Raipur - Ranchi Pipeline" should be				
					laid by Indian Oil Corporation Limited;				

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user herein:

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which this copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Sukanta Kumar Pradhan, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur - Raipur-Ranchi Pipeline Project, 1295, Forest Park, Bhubaneswar-751009, (Orissa)

SCHEDULE

Tehsil : Bargarh District : Bargarh State : Orissa

Name of the Village	Plot No.	Area		
		Hectare	Acre	Sq. mtr.
(1)	(2)	(3)	(4)	(5)
Kalapani	3600	00	02	95
	3592	00	00	30
	3593	00	05	07
	3597	00	05	22
	3599	00	06	58
	3599	00	00	20
	3596	00	05	26
	3587	00	01	09
	3588	00	13	20
	3609	00	11	75
	3616	00	12	84
	3617	00	02	39
	3679	00	14	87
	3544	00	14	37
	3547	00	15	52
	3535	00	09	84
	3542	00	10	90
	3538	00	01	41
	3539	00	03	23
	3540	00	08	12

(1)	(2)	(3)	(4)	(5)
Kalapani	3537	00	00	11
	3629	00	07	98
	3630	00	15	69
	3635	00	12	35
	3638	00	20	99
	3639	00	14	10
	3640	00	00	20
	3451	00	03	05
	3495	00	11	23
	3496	00	00	21
	3453	00	05	44
	3454	00	04	10
	3455	00	10	78
	3456	00	11	68
	3462	00	01	26
	3467	00	07	28
	3461	00	00	47
	3465	00	13	14
	3464	00	00	10
	2547	00	08	24
	2545	00	00	30
	2548	00	00	10
	2547	00	08	10
	2553	00	05	99
	2552	00	10	32
	2554	00	00	95
	2582	00	04	56
	2592	00	03	28
	2593	00	03	63
	2591	00	04	09
	2589	00	02	81
	2595	00	00	23
	2596	00	02	54
	2597	00	00	82
	2598	00	02	04
	2588	00	01	53
	2607	00	02	10
	2371	00	05	39
	2404	00	00	30
	2373	00	01	03
	2372	00	21	34
	2367	00	04	51

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Kalapani	2368	00	04	45	Barahagoda	2782	00	03	98
	2365	00	04	95		2778	00	20	75
	2364	00	04	05		2776	00	04	20
	2362	00	10	35		2774	00	02	49
	2164	00	00	30		2746	00	04	35
	2163	00	04	29		2773	00	04	64
	2156	00	00	10		2770	00	08	10
	2157	00	01	23		2748	00	00	10
	2159	00	02	56		2750	00	09	86
	2160	00	01	34		2749	00	05	71
	2161	00	00	81		2751	00	03	69
	2158	00	03	64		2717	00	11	03
	2162	00	00	45		2703	00	24	08
	2166	00	03	71		2755	00	01	22
	2194	00	00	79		2694	00	01	80
	2192	00	02	19	Ambasada	1310	00	02	17
	2190	00	00	26		613	00	08	82
	2193	00	00	66		614	00	08	12
	2191	00	04	39		605	00	07	53
	2260	00	00	24		604	00	03	46
	2195	00	00	10		602	00	06	19
	2259	00	02	07		603	00	05	69
	2256	00	11	56		601	00	11	09
	2258	00	00	56		573	00	09	17
	2246	00	07	93		572	00	07	18
Barahagoda	2078	00	09	31		571	00	10	57
	3065	00	09	09		1313	00	00	30
	2990	00	00	10		566	00	01	82
	2986	00	03	03		565	00	00	84
	2987	00	04	23		552	00	09	03
	2988	00	07	57		554	00	10	12
	2989	00	06	51		557	00	13	11
	2979	00	02	85		555	00	00	10
	2980	00	00	55		558	00	00	20
	2967	00	02	25		560	00	03	05
	3255	00	03	48		556	00	00	10
	2969	00	11	97		559	00	16	76
	2974	00	11	72		219	00	00	20
	2975	00	11	56		509	00	02	04
	2976	00	06	79		508	00	16	27
	2783	00	05	21		502	00	10	99
	2784	00	01	40		503	00	08	59

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Ambasada	1311	00	06	39	Tora	5954	00	00	98
	495	00	04	15		5897	00	01	34
	309	00	17	10		5953	00	00	37
	310	00	07	29		5898	00	15	13
	311	00	00	23		5943	00	00	10
	312	00	09	13		5899	00	00	10
	491	00	01	13		5942	00	03	13
	314	00	02	28		5941	00	02	06
	476	00	00	20		5939	00	02	13
	488	00	26	84		5927	00	06	83
	319	00	07	71		5917	00	04	85
	320	00	00	20		5926	00	01	51
	321	00	02	81		5923	00	05	63
	333	00	05	31		5922	00	00	21
	330	00	19	25		5924	00	01	73
	331	00	15	94		5920	00	01	52
	326	00	01	29		5531	00	07	51
	324	00	09	49		5603	00	12	48
	323	00	00	10		5532	00	00	14
	360	00	01	35		5604	00	00	10
Tora	5513	00	01	19		5599	00	02	77
	5514	00	02	58		5602	00	00	10
	5515	00	01	32		5601	00	03	53
	5516	00	01	04		5600	00	04	50
	6021	00	04	38		5564	00	03	84
	6022	00	04	37		5563	00	03	19
	8137	00	02	58		5565	00	05	03
	5876	00	03	06		5556	00	05	19
	5877	00	00	10		5557	00	01	29
	5882	00	09	65		5552	00	00	33
	5881	00	04	91		5555	00	00	42
	5884	00	17	88		5554	00	02	00
	5879	00	01	90		5553	00	01	05
	5888	00	05	63		5548	00	13	99
	5889	00	06	87		5546	00	00	52
	5960	00	02	00		5547	00	04	80
	5892	00	05	20		4901	00	02	44
	5958	00	00	17		4897	00	00	10
	5957	00	03	54		4898	00	06	40
	5956	00	05	31		4899	00	02	14
	5893	00	00	73		4894	00	00	10
	5894	00	12	16		4893	00	17	13

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Tora	4891	00	00	10	Tora	3344	00	06	96
	4892	00	06	90		3345	00	03	59
	4811	00	07	11		3368	00	00	84
	4812	00	08	20		3367	00	00	33
	4810	00	00	10		3346	00	04	00
	4813	00	02	30		3366	00	02	05
	4809	00	05	34		3353	00	02	05
	4816	00	01	26		3352	00	08	02
	4818	00	10	08		3351	00	00	31
	4817	00	01	49		7621	00	04	45
	4819	00	00	10		3356	00	00	22
	4820	00	04	41		3350	00	02	14
	4776	00	02	88		3357	00	01	07
	4721	00	08	81		3862	00	03	68
	4737	00	04	27		3861	00	03	58
	4719	00	04	98		3864	00	06	40
	4718	00	07	05		3866	00	04	13
	4717	00	16	70		3865	00	02	51
	4741	00	00	77		3867	00	14	07
	4716	00	06	60		3844	00	03	22
	3291	00	00	10		3762	00	00	18
	3292	00	11	77		3760	00	04	58
	3293	00	17	10		3761	00	05	93
	7980	00	02	16		3757	00	14	14
	3264	00	02	31		3753	00	08	87
	3294	00	07	27		3754	00	02	24
	3263	00	02	66		3749	00	12	81
	3312	00	01	14		3748	00	03	68
	3318	00	01	83		3747	00	03	45
	3319	00	01	63		7887	00	01	28
	3320	00	17	71		3746	00	00	85
	3322	00	05	85		7888	00	01	34
	3321	00	14	83		3745	00	01	42
	7880	00	10	87		3744	00	09	85
	7787	00	00	69		3743	00	01	27
	7615	00	06	55		3739	00	03	12
	3371	00	13	47		3738	00	00	38
	3337	00	00	52		3741	00	00	10
	3370	00	13	80		3737	00	04	58
	3338	00	06	17		3736	00	02	87
	7745	00	07	12		3735	00	11	30
	3339	00	04	54		3734	00	01	04

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Tora	3733	00	14	47	Rungnia	1327	00	03	52
	3732	00	07	70		1326	00	06	13
	7654	00	02	27		1323	00	03	46
Rungnia	1839	00	01	75		1325	00	12	94
	1838	00	08	80		1324	00	20	38
	1836	00	04	31		1314	00	01	22
	1835	00	07	66		1315	00	09	73
	1827	00	28	95		1307	00	05	56
	1828	00	01	55		654	00	06	22
	1821	00	02	58		655	00	03	15
	1820	00	01	38		657	00	04	64
	1819	00	01	14		668	00	00	71
	1637	00	12	43		658	00	12	16
	2089	00	20	44		675	00	30	19
	1633	00	00	10		677	00	06	29
	1632	00	14	32		676	00	02	58
	2092	00	01	03		630	00	03	64
	1631	00	33	70		480	00	05	66
	1630	00	00	60		485	00	20	50
	2043	00	24	31		484	00	02	38
	1641	00	02	54		486	00	00	30
	1571	00	00	80		472	00	16	17
	1572	00	01	21		471	00	04	92
	1570	00	00	88		487	00	20	31
	2028	00	00	18		1902	00	05	08
	2029	00	16	18		1908	00	00	30
	2032	00	01	91		387	00	09	92
	2031	00	00	10		469	00	08	98
	2035	00	07	42		391	00	06	24
	1565	00	21	10		410	00	08	20
	2030	00	05	67		411	00	05	01
	1567	00	03	42		412	00	04	29
	1299	00	01	29		2064	00	06	46
	1300	00	06	25		414	00	06	31
	1297	00	10	65		422	00	04	98
	1295	00	04	51		421	00	05	10
	1294	00	01	42		1864	00	01	55
	1301	00	06	70		445	00	11	96
	1342	00	00	96		446	00	01	26
	1341	00	06	32		444	00	12	32
	1329	00	14	13		442	00	00	10
	1328	00	09	02		443	00	15	56

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Runghia	451	00	01	82	Sarsara	8024	00	06	32
	453	00	00	20		8021	00	04	88
	456	00	26	19		8694	00	02	71
	457	00	10	42		7707	00	03	32
	461	00	04	76		7706	00	01	03
	1919	00	00	50		8695	00	01	60
	458	00	11	48		7704	00	00	10
	67	00	01	62		7705	00	08	29
	68	00	02	44		4676	00	31	46
	66	00	04	47		5156	00	01	49
	460	00	00	10		5155	00	01	99
	459	00	00	10		5154	00	05	16
	65	00	18	36		5153	00	00	10
	8365	00	20	02		5152	00	01	25
Sarsara	8201	00	05	49		5151	00	20	07
	8202	00	02	76		5150	00	09	31
	8200	00	04	27		5147	00	10	92
	8198	00	05	99		4851	00	08	78
	8203	00	00	10		5146	00	15	85
	8206	00	01	76		5142	00	03	80
	8208	00	00	23		4859	00	02	47
	8207	00	15	12		5141	00	00	10
	8209	00	00	92		5140	00	02	70
	8210	00	04	02		5139	00	01	35
	8280	00	07	98		5138	00	06	94
	8211	00	01	97		5137	00	03	45
	8295	00	12	46		5116	00	17	06
	8215	00	00	49		5117	00	04	23
	8216	00	14	23		5119	00	06	60
	8163	00	20	00		5121	00	00	10
	8157	00	06	55		5120	00	05	75
	8155	00	15	18		5272	00	12	53
	8147	00	03	22		5273	00	04	05
	8146	00	11	91		5314	00	04	04
	8142	00	04	36		5315	00	07	22
	8143	00	04	92		5316	00	07	27
	8030	00	01	20		5317	00	00	13
	8029	00	00	22		5321	00	05	36
	8028	00	05	99		5320	00	10	00
	8027	00	04	92		5322	00	01	44
	8026	00	04	86		5319	00	00	10
	8020	00	02	29		5323	00	06	11

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Sarsara	5373	00	04	32	Sarsara	1412	00	02	13
	5324	00	09	37		1411	00	02	27
	5372	00	01	54		1410	00	04	64
	5325	00	08	88		1416	00	05	92
	5363	00	04	17		1409	00	00	36
	5333	00	03	84		1408	00	04	60
	5334	00	12	39		1407	00	00	18
	5335	00	10	28		1502	00	02	60
	5331	00	00	39		1503	00	04	25
	5483	00	01	82		1504	00	06	92
	5484	00	01	27		1505	00	03	23
	5485	00	02	91		1506	00	03	50
	6013	00	10	65		1271	00	04	02
	6017	00	11	29		1262	00	00	10
	6018	00	02	89		1270	00	04	88
	6022	00	00	31		1263	00	01	54
	6016	00	01	48		1264	00	04	34
	6050	00	01	60		1269	00	00	47
	6059	00	00	20		1265	00	05	72
	6058	00	11	68		875	00	05	26
	6060	00	09	78		872	00	01	52
	6095	00	00	66		874	00	05	28
	6094	00	04	68		868	00	03	96
	6093	00	05	22		869	00	01	19
	6097	00	02	55		861	00	01	11
	6090	00	04	18		860	00	00	10
	6089	00	03	87		859	00	00	10
	6100	00	00	80		862	00	08	83
	6105	00	01	18		884	00	02	20
	6118	00	13	94		895	00	04	30
	6106	00	00	51		894	00	00	10
	6107	00	05	12		897	00	09	10
	6115	00	03	96		896	00	07	23
	6116	00	11	29		904	00	06	26
	6117	00	05	13		907	00	09	54
	6174	00	05	64		905	00	00	15
	6176	00	02	53		906	00	00	50
	6175	00	05	10		913	00	06	38
	6184	00	00	10		914	00	05	92
	6173	00	02	02		915	00	00	25
	6185	00	00	23		674	00	03	76
	6172	00	00	14		673	00	04	09
	6199	00	00	81		672	00	03	58
	6200	00	04	12		671	00	07	19
	6198	00	10	10		668	00	02	89
	6194	00	00	10		667	00	03	30
	6197	00	06	41		664	00	03	24
	1414	00	01	12		663	00	07	39
	1413	00	00	49		662	00	00	56
	1415	00	04	84		659	00	07	45

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Gudesira	658	00	00	82	Nileshtar	1162	00	00	97
	657	00	09	83		1164	00	01	28
	652	00	13	87		1159	00	00	34
	651	00	01	78		1157	00	00	23
	649	00	08	69		1156	00	00	42
	2266	00	07	73		1153	00	00	17
	2265	00	01	57		1160	00	00	10
	2264	00	01	27		1158	00	00	11
	2263	00	01	15		1161	00	01	64
	2255	00	09	85		1151	00	00	10
	2250	00	09	66	Patharla	420	00	12	70
	2256	00	06	49		1141	00	00	10
	2258	00	01	84		1902	00	08	38
	2257	00	02	94		1946	00	03	25
	2259	00	06	35		1972	00	01	27
	2237	00	05	75		2231	00	03	02
	2262	00	01	56		2230	00	04	94
	1947	00	12	49		1947	00	05	39
	1948	00	14	39		1943	00	04	02
	1949	00	17	32		2228	00	04	17
	1920	00	06	73		1942	00	07	19
	1919	00	01	38		1936	00	10	54
	1921	00	07	25		2225	00	00	94
	1922	00	17	01		1906	00	25	76
	1916	00	00	64		2261	00	02	98
	1914	00	00	86		1905	00	00	80
	1875	00	03	38		2670	00	00	69
	1898	00	05	20		2671	00	14	33
	1899	00	11	86		1895	00	01	28
	1896	00	00	23		1894	00	14	99
	1897	00	05	97		2275	00	03	68
	1894	00	03	97		2537	00	10	11
	2340	00	05	46		2616	00	04	09
Nileshtar	1893	00	01	39		674	00	06	91
	1881	00	14	13		665	00	18	57
	1882	00	00	10		2658	00	05	80
	1855	00	04	20		664	00	21	03
	1849	00	01	77		65803	00	10	29
	1848	00	24	12		2669	00	02	96
	1818	00	09	57		657	00	04	71
	1819	00	00	39		656	00	03	57
	1821	00	01	27		654	00	09	17
	1830	00	01	99		648	00	03	42
	1847	00	04	11		647	00	03	92
	1846	00	20	49		645	00	01	33
	1834	00	07	89		646	00	02	42
	1845	00	12	39		642	00	00	94
	1216	00	07	23		2271	00	01	63
	1167	00	18	52		638	00	00	29
	1166	00	00	38					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Patharla	639	00	02	87	Chakarkend	3210	00	02	68
	640	00	00	10		3209	00	04	00
	637	00	04	74		3200	00	00	32
	635	00	02	37		5129	00	13	24
	632	00	03	64		4928	00	00	30
	631	00	02	66		4829	00	00	72
	630	00	04	80		4741	00	00	37
	627	00	02	31		3197	00	05	57
	628	00	03	82		3196	00	03	90
	626	00	00	85		4939	00	00	87
	562	00	06	70		3177	00	13	28
	1984	00	01	43		3193	00	00	88
	563	00	00	55		3181	00	03	96
	560	00	07	90		3178	00	04	28
	558	00	24	70		3180	00	00	48
	557	00	03	17		3179	00	06	73
	555	00	07	91		3146	00	01	98
	556	00	03	69		3143	00	21	96
	2640	00	02	66		3139	00	07	47
	554	00	07	39		3138	00	05	39
Chakarkend	3274	00	02	02		3112	00	04	16
	3273	00	09	27		3111	00	06	33
	3271	00	03	71		3110	00	03	59
	5108	00	04	00		5110	00	03	18
	4930	00	01	64		5111	00	05	00
	4931	00	01	31		5114	00	00	76
	3269	00	01	11		3113	00	01	92
	3268	00	00	10		3108	00	06	03
	3266	00	09	54		3104	00	10	10
	3265	00	06	10		5115	00	02	08
	5128	00	05	07		3103	00	11	54
	3242	00	00	10		3100	00	00	10
	3243	00	03	55		3101	00	09	84
	3261	00	01	23		3102	00	04	97
	3262	00	01	82		3018	00	07	14
	3260	00	06	53		3003	00	02	38
	3247	00	04	75		3006	00	05	74
	5127	00	04	07		3007	00	05	13
	3244	00	01	64		3044	00	09	58
	3249	00	05	05		3048	00	05	76
	3248	00	06	57		3042	00	00	10
	3250	00	02	12		3049	00	01	97
	3216	00	01	06		3051	00	09	05
	3215	00	01	90		5158	00	11	18
	3251	00	05	15					
	3252	00	02	53					
	3211	00	03	29					
	3208	00	05	85					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Chakarkend	3034	00	05	24	Chakarkend	2438	00	00	98
	2758	00	30	26		5077	00	02	50
	2721	00	08	75		2440	00	09	23
	2719	00	17	43		2441	00	24	50
	2681	00	00	10	Jhankarpali	303	00	11	88
	2582	00	01	43		319	00	01	20
	2683	00	11	09		302	00	00	40
	2684	00	07	23		318	00	03	19
	2679	00	00	10		304	00	02	46
	2685	00	08	89		307	00	06	32
	2690	00	00	10		306	00	16	16
	2697	00	02	55		339	00	03	22
	2698	00	00	31		349	00	00	78
	2696	00	14	26		342	00	12	26
	2693	00	01	18		341	00	00	10
	2694	00	02	00		340	00	00	10
	2247	00	02	07		344	00	11	13
	2401	00	13	14		345	00	05	82
	2400	00	01	87		221	00	01	45
	2404	00	00	40		1509	00	01	38
	2403	00	03	99		215	00	02	73
	2405	00	10	43		201	00	01	87
	4474	00	00	97		202	00	07	65
	2418	00	12	61		203	00	01	45
	2389	00	01	54		1623	00	05	94
	2417	00	04	64		204	00	03	56
	2419	00	10	56		205	00	01	95
	5074	00	02	40		206	00	15	63
	2420	00	01	96		1624	00	16	58
	2384	00	05	50		165	00	00	10
	4821	00	04	69		167	00	19	70
	2424	00	09	37		168	00	02	12
	2383	00	00	10		169	00	17	30
	4819	00	00	71		173	00	00	72
	2432	00	04	96		174	00	04	38
	4475	00	02	81		175	00	10	04
	2433	00	04	44		41	00	21	35
	2379	00	01	37		38	00	02	59
	2434	00	00	38		39	00	06	11
	2437	00	04	53		40	00	03	68
	2376	00	15	07		42	00	00	62

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Jhankarpali	32	00	25	85	Kendpali	110	00	00	49
	30	00	15	70		101	00	00	16
	31	00	04	33		109	00	03	80
	29	00	09	97		108	00	04	38
	28	00	03	40		107	00	03	55
Kendpali	339	00	01	56		104	00	03	34
	329	00	16	37		79	00	04	58
	328	00	00	74		815	00	00	73
	1783	00	03	13		78	00	14	14
	1764	00	00	34		817	00	01	99
	327	00	03	89		77	00	00	20
	317	00	06	21		822	00	08	13
	318	00	02	52		821	00	00	20
	321	00	02	93		823	00	06	89
	320	00	01	58		825	00	07	13
	322	00	00	14		831	00	03	82
	288	00	25	96		832	00	00	41
	285	00	01	27		830	00	02	71
	287	00	00	36		826	00	00	72
	286	00	05	79		829	00	02	00
	195	00	11	44		838	00	15	49
	1763	00	02	40		841	00	00	25
	190	00	15	54		1765	00	02	57
	189	00	02	48		839	00	05	25
	188	00	02	53		840	00	01	24
	186	00	11	24		851	00	08	51
	187	00	01	57		852	00	00	14
	184	00	10	25		856	00	03	74
	183	00	01	18		855	00	06	09
	181	00	00	10		857	00	03	16
	149	00	04	61		866	00	21	45
	182	00	06	40		865	00	04	17
	152	00	19	54		864	00	16	53
	151	00	02	91		867	00	00	99
	150	00	00	59		1711	00	02	10
	119	00	05	17		3	00	02	39
	121	00	11	27		2	00	01	51
	115	00	00	10		1	00	02	65
	113	00	08	02					
	112	00	06	73					

[F. No. R-25011/7 2010-OR-I]

B. K. DATTA, Under Secy.

भय एवं रोजगार मंत्रालय

नई दिल्ली, 21 अप्रैल, 2010

का.आ. 1330.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स नैसिल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, सी.जी.आई.टी., चेन्नई के पंचाट (संदर्भ संख्या 8/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2010 को प्राप्त हुआ था।

[सं. एल-11012/30/2008-आईआर (सीएम-1)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st April, 2010

S.O. 1330.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2009) of the Central Government Industrial Tribunal-Labour Court, C.G.I.T., Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Nacil and their workman, which was received by the Central Government on 21-04-2010.

[No. L-11012/30/2008-IR (CM-1)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,****CHENNAI**

(Tuesday the 13th day of March, 2010)

Present: A.N. JANARDANAN, Presiding Officer**Industrial Dispute No. 8/2009**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the management of National Aviation Company of India and their Workman)

BETWEEN

Smt. Indira Tamilarasan ... Petitioner/1st Party

Versus

The General Manager (Personnel)

National Aviation Company of India Ltd.

Airlines House, Meenambakkam

Chennai-600027

... Respondent/2nd Party

APPEARANCE:

For the 1st Party/ Petitioner : M s. Balan Haridas

For the 2nd Party/ Management : M s. NGR Prasad

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/30/2008-IR (CM-1) dated 17-09-2008 referred the following Industrial Dispute to this Tribunal for adjudication:

The Schedule mentioned in that order is:

“(i) Whether the action of the management of National Aviation Company of India Ltd. (erstwhile Indian Airlines Ltd.) in dismissing the services of Smt. Indira Tamilarasan, Traffic Supdt. w.e.f. 23-01-2007 is justified and legal? (ii) To What relief is the concerned workman entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 8/2009. Pursuant to notice both parties entered appearance through advocates and filed their Claim and Counter Statement as the case may be.

3. The contentions raised in the Claim Statement briefly read as follows:

The petitioner, appointed originally as Traffic Assistant under the Respondent/Management at Delhi thereafter transferred to Bangalore from 1992 to 1998 and promoted and transferred as Traffic Superintendent at Chennai in 1995 with unblemished record of services on a demand by the Management gave a statement about the business of her husband by name M s. Geramy Stones (P) Ltd. signed by her. On 11-02-2005 Charge Memo was issued for non-disclosure of her business in the Company in her property return statement dated 09-08-2004 being violative of Standing Orders 1.2. & 4.16, and Clauses 1.8.13 and 39 of Standing Orders. In her explanation dated 07-03-2005 she denied the allegations. An enquiry was held in the culmination of which a report was made holding the charges proved. The petitioner gave her comments. On 24-07-2006, notice proposing punishment of removal from service was issued. On 10-08-2006, the petitioner replied with 2 documents. On 23-01-2007 punishment was imposed on her. The allegation is unjustified and arbitrary. Substance of the Charge Memo is that the petitioner was carrying on the business, that she was holding 20,000 shares of the face value of Rs. 10 each, was functioning as Director from 06-05-1996 with power to operate the business by doing various acts that the company left an outstanding amount of Rs 1,37,14,238.41 against credit facility from Syndicate Bank, Overseas Branch, Chennai and that she suppressed the holding of shares in the property return. The allegations stated as being violative of the Standing Orders will not fit into any of the provisions of the Standing Order. The petitioner has not conducted any misconduct. The company was started by her husband Tamilarasan. It was an export

business of Sand Stone etc. It was managed fully by her husband. Initially her husband and one L.N. Ramamurthy were the shareholders. With retirement of Ramamurthy on 06-09-1995 his shares with number 1 to 60 were transferred to the petitioner's first daughter Poornima, 9 years of age and 40 shares to second daughter, Arunima alias Lakshmi aged 7 years. Since the husband could not be guardian of the minor children who is a Director she became Director in the interest of children without remuneration. She did not devote any time for the business. She was not the owner of the share of her children. The business was shifted from Bangalore to Chennai. Due to non-extension of credit facility earlier provided ultimately the business came to an end. The petitioner relinquished her Directorship from 05-04-2005. With the end of the business the Company ceased to have any value worth mention. Shares held on behalf of children were mere piece of papers, so she did not mention it in her property statement. There is no question of the petitioner having been engaged in any business. Any document signed by her was as guardian of minors and not by herself. The claim of the Syndicate Bank was settled on 14-09-2006 for Rs. 17,60,000. The figure in the Charge Memo is an inflated claim projecting higher turnover for collateral purposes. There was no slackness in the discharge of her duty. She was not doing business. There is no evidence to show that she received remuneration. There is no engagement in business coupled with receipt of remuneration. Certificate from Company Secretary was also forwarded to the Management showing allocation of shares to her daughters on their becoming major. There is no evidence to show that the petitioner was promoting the Company. There is no substance in the allegation of in subordination or disobedience by the petitioner. There is no question of suppression. There is nothing in her private life prejudicial to the Management. In any civil action there is scope for dispute which will not be a damage or prejudice to the Management. Allegations will not amount to misconduct. They do not stand proved also. Without prejudice to the other contentions it is submitted that the dismissal is grossly disproportionate and it is to be modified invoking Section-11A of the ID Act by reinstatement with all benefits.

4. In the Counter Statement the contentions raised read as follows bereft of unnecessary details:

The petitioner after transfer to Chennai which was for looking after the business of the Gemray Stones (P) Ltd. as Director filed application to Syndicate Bank in which she was qualified as Self Employed and as key technical person in charge of purchase with experience of export orders etc. She suppressed factum of her being a shareholder in the Company. It is from the Syndicate Bank that it was known that the Company borrowed money. Therefore, Charge Memo was issued to her with 4 allegations. She did not deny the allegation but accepted the charges in the enquiry. She did not disclose the same

in the property return. In letter dated 19-05-2004 written to the Management she admitted as the Director and non-disclosure of the possession of shares. She had not sought permission to engage herself as Director. She submitted only one certificate dated 05-09-2005 stating that she has not drawn any salary. A certificate dated 12-11-2006 signed by the Company Secretary was sent to the Respondent stating petitioner to have resigned as Director w.e.f. 05-04-2005. Another certificate dated 12-11-2006 was issued showing that the petitioner is holding no share on the date. Her removal was approved by the National Industrial Tribunal, Bombay on 19-06-2007. That she became Director as guardian of children and that she was not aware of the rule prohibiting whole time employees doing business is not tenable. It cannot be expected of her with 21 years of service. She was actively involved in the business. The charges are serious. The punishment of removal is proportionate. There is no scope for intervention under Section-11A. The claim is to be dismissed.

5. The evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W11 on the side of the petitioner and Ex.M1 to Ex.M9 on the side of the Respondent, all marked on consent. No oral evidence was adduced on the Respondent's side.

6. Points for consideration are:

(i) Whether the action of the Management in dismissing the petitioner is legal and justified?

(ii) To what relief the concerned workman is entitled?

Points (i) and (ii)

7. Heard both sides and perused the documents and records. The learned counsel for the petitioner contended that the allegations based misconduct is not an enumerated one. According to him the petitioner held Directorship only on behalf of the minor daughters. She has not drawn any remuneration. The alleged misconduct does not stand established. Her Husband had shares. The petitioner stood only as guardian of the minor daughters. No prior permission is necessary for the same. There is also no question of disclosure in view of the fact that she only acted on behalf of her minor daughters. It may at best be an irregularity for which removal from service is unwarranted. Standing Orders extracted are not applicable. No case or evidence is there to show that the petitioner has not discharged her work. There is no loss or prejudice occasioned to the Respondent. The petitioner has been very straight forward in admitting the charges. She was forced by circumstances to be engaged in the business of her Husband. She was not in receipt any remuneration as an ordinary Director. There has not been any complaint against her from any quarters. Therefore the charges are not to be reckoned with as a misconduct. There is no violation of Standing Order. There is no ban for being engaged in any business. The only thing is that one shall

not be remunerated by such an engagement. When charge sheet is taken as a whole no misconduct could be discerned. Nothing is brought out against her from the evidence of the Manager of the Syndicate Bank. The petitioner was not aware of the fact that permission should have been obtained. The petitioner is entitled to be reinstated. She has 22 years of unblemished past service. The charge stemmed up only on a complaint of the Branch Manager of the Syndicate Bank against the Husband of the petitioner in respect of an outstanding loan pending to be cleared which cannot be said to have a rational nexus with the petitioner. That so called offending act of the petitioner was only to protect her family from ruin.

8. The learned counsel for the petitioner relied on the decision of the Supreme Court in CHAIRMAN-CUM-MANAGING DIRECTOR, COAL INDIA LTD. AND ANOTHER VS. MUKUL KUMAR CHOUDHARY AND OTHERS (CDJ-2009-1698) where it was observed "applying the doctrine of proportionality and following CCSU, Venkatachaliah, J. (as His Lordship then was) observed: (SCC p. 620, para 25)

The question of the choice and quantum of punishment is within the jurisdiction and discretion of the court martial. But the sentence has to suit the offence and the offender. It should not be vindictive or unduly harsh. It should not be so disproportionate to the offence as to shock the conscience and amount in itself to conclusive evidence of bias. The doctrine of proportionality, as part of the concept of judicial review, would ensure that even on an aspect which is, otherwise, within the exclusive province of the court martial, if the decision of the court even as to sentence is an outrageous defiance of logic, then the sentence would not be immune from correction. Irrationality and perversity are recognized grounds of judicial review."

9. The contra arguments on behalf of the Respondent are that the petitioner actively got involved in the business and it was not as a guardian of minor daughters. She has qualified herself in her biodata as Self-Employed with experience in the business which is not a truth. There is violation of Standing Orders. She cannot do business without permission. The removal of the petitioner has been approved by the National Industrial Tribunal. The punishment is not liable to be interfered with.

10. Though in the reference what is challenged is the dismissal of the petitioner from service as being whether legal and justified, the real question for consideration is whether the removal which was the actual punishment imposed is legal and justified. The charges are evidently admitted by the petitioner. She has met the charges fairly and honestly. Her defence is that in order to save her family from ruin she had to act as a Director of the Company. According to her she only acted as guardian of the minor daughters since other Director over and above her Husband

when resigned she had to do so. Another contention is that she was not aware of the necessity of obtaining permission for being an ordinary Director of the Company of which the other Director is her Husband. According to her the reason for not showing her holding of shares 20,000 in number in the property statement is that she was just acting on behalf of her minor daughters. Therefore there is no actual suppression. She also claims to have not received any salary or remuneration from the business. There is no loss or prejudice to the Management. Her official work has not suffered due to her being an ordinary Director of the Company.

11. These arguments cannot be found to be ones that could be validly availed by the petitioner in defence of the action against her. The petitioner having had 22 years of service cannot be expected to be not aware of the Rules, Standing Orders or law that govern her as a full-time member of the service under the Management. Even otherwise ignorance of law is not an excuse. There is no evidence that the petitioner has received any remuneration or salary. There is also no evidence that there is prejudice or loss occasioned to the Management or for disobedience or insubordination as it is alleged against her. The fact that the Management of the Syndicate Bank referred her to the Respondent/Management in relation to her Husband's loan liability as a shortcut method for realization of the debt cannot have any bad impact upon the petitioner so as to cause prejudice or loss to the Respondent. It is not true that the petitioner was acting as Director on behalf of the minors. She could be found to have acted as an active Director of the Company. So the petitioner is only to be found guilty of having become Director of the Company against the rules and for suppression of materials. But she cannot be found guilty of having caused loss or prejudice to the Management. The finding as to the guilt of the petitioner is therefore modified to that extent.

12. Then coming to the punishment the question is whether the same is grossly disproportionate to the gravity of the misconduct committed. Noticeably, what is not permitted is doing other business without permission of the Employer. It means that there may be cases on permission accorded where a full-time employee may get engaged in other business. The only prohibition is that no salary or remuneration shall be received by the person so engaging. But permission should be obtained for doing other businesses. Here admittedly no permission is obtained. This is a misconduct for which there has been no plausible explanation. This is a misconduct committed by the petitioner. But the same is not to be reckoned as so serious as to sanction her the impugned punishment of removal from service. When with permission one can be allowed to be engaged in another business it is pertinent to consider whether in the given case if the petitioner had sought for permission from the Management the same would have granted or not. Normally in cases in which permission is

accorded to a full-time employee to be engaged in another business a specific condition, inter alia, enjoined is that such engagement shall not in any way injuriously affect the discharge of the duty in the service of the Management in which he/she is in full-time service. Even with such condition one employer may refrain from permitting an employee to be engaged in another business. In the case on hand whether the petitioner, if she had applied for permission, whether the same would have been granted by the Management is not to light for the reason that such a situation has not arisen here. In this case the proven misconduct cannot be reckoned as so serious to impose the extreme punishment of removal from service. According to the petitioner, now she has been divested of any nexus with the Company and so long as she continues in the same status quo she may well be allowed to be in service under the Management. Here is no case or evidence that the petitioner has received any salary or remuneration. She has met the charges honestly and fairly. She has 22 years of unblemished past record of service. There is no loss or prejudice occasioned to the Management. There is no proof of disobedience or insubordination against her. Under these circumstances, I am led to conclude that the punishment to be imposed on the petitioner should have been some minor punishment like withholding of increment for a certain period with or without cumulative effect lest the punishment shall be disproportionate to the gravity of the misconduct. Here is a case made out against the petitioner which comes within the purview of "injuria sine damno" meaning legal injury without damages to the Management. So this is a case in which in the matter of punishment it is apt that the petitioner should have been imposed with some minor punishment. Therefore, I set aside the punishment of removal from service. Instead I direct the Management to reinstate her into service forthwith with 75% backwages, continuity of services and all attendant benefits and thereafter proceed to impose punishment of withholding of not more than 2 increments with or without cumulative effect as the Management may deem just and proper. The benefits already disbursed to the petitioner may be adjusted against the superannuation benefits payable in the wake of the reinstatement into and continuance of service and reaching the stage of superannuation or otherwise as may be dealt with in accordance with any rule in vogue in that regard as the Management may feel expedient. The petitioner is entitled to relief as above.

13 The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th April, 2010)

A.N. JANARDANAN, Presiding Officer

Witness Examined

For the 1st Party/ Petitioner : WW1, Sri. Indira Tamilarasan

For the 2nd Party/ Management : None

Documents Marked on the Petitioner's side

Ex No.	Date	Description
Ex.W1	11-02-2005	Charge Memo
Ex.W2	07-03-2005	Explanation to the Charge Memo
Ex.W3	26-04-2005	Letter from the Respondent regarding enquiry
Ex.W4	—	Enquiry Proceedings
Ex.W5	24-11-2005	Letter enclosing enquiry report
Ex.W6	30-11-2005	Reply given by the petitioner
Ex.W7	24-07-2006	2nd Show Cause Notice
Ex.W8	10-08-2006	Reply to 2nd Show Cause Notice
Ex.W9	23-01-2007	Order of punishment
Ex.W10	—	Exhibits marked by the Respondent Management during the enquiry proceedings
Ex.W11	—	Exhibits marked by the petitioner during the enquiry

Documents marked on the management's Side

Ex No.	Date	Description
Ex.M1	01-06-2005	Enquiry Officer letter to petitioner
Ex.M2	15-06-2005	Enquiry Officer letter to petitioner
Ex.M3	05-09-2005	Enquiry Officer letter to petitioner
Ex.M4	22-09-2005	Petitioner letter to the Enquiry Officer
Ex.M5	03-10-2005	Enquiry Officer letter to petitioner
Ex.M6	13-10-2005	Petitioner letter to Enquiry Officer
Ex.M7	19-10-2005	Petitioner submissions to Enquiry Officer
Ex.M8	22-11-2006	Petitioner letter to Genral Manager (Commercial) IAL, Chennai
Ex.M9		Respondent's exhibits during Domestic Enquiry

नई दिल्ली, 21 अप्रैल, 2010

का.आ. 1331.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कुवैत एयरवेज कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-2, मुम्बई पंचाट (संदर्भ संख्या 56/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2010 को प्राप्त हुआ था।

[सं. एन-11012/23/2001-आईआर (सी.-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 21st April, 2010

S.O. 1331.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2001) of the Central Government Industrial Tribunal No.-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Kuwait Airways Corporation and their workman, which was received by the Central Government on 21-04-2010.

[No. L-11012/23/2001-IR(C-I)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No.2, MUMBAI****PRESENT**

A.A. LAD,

PRESIDING OFFICER

REFERENCE No. CGIT-2/56 OF 2001

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
M/s. KUWAIT AIRWAYS CORPORATION

The Manager,
Kuwait Airways,
86, Veer Nariman Road,
Mumbai 400020.

....1st Party

AND

THEIR WORKMEN

The Genral Secretary,
Kuwait Airways Corporation,
Employees Association,
C/o. Shri Joy Pinto,
Hill View Apartments, 6th floor,
R.N.O. Marol, Andheri (East),
Mumbai 400059.

....2nd Party

APPEARANCE

For the Employer : M/s. Little & Co., Advocates & Solicitors.

For the Workmen : S/Shri M/s. Jambharkar and R.B. Chavan, Advocates.

Date of Passing of Award : 25-01-2010

AWARD

The matrix of the facts as culled out from the proceedings are as under:

2. The Government of India, Ministry of Labour by its Order No. L-11012/23/2001-C-I, dated 30th April 2001 in exercise of the powers conferred by clause (d) of sub-Section 1 and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication.

“ क्या कुवैत एअरवेज मुंबई के प्रबंधन द्वारा सूची में दिए गए 58 कर्मचारों की दिनांक 14-12-2000 से छटनौ किया जाना विधिवत, न्यायोचित एवं सही है? यदि नहीं तो उक्त कर्मकार किस सहित के फात्र है? ”

SI Names
No.

1. Mr. G.S. Timmins
2. Mr. P. Sukhia
3. Mr. J. Pinto
4. Mr. M.S. Butt
5. Mr. S.V. Jadey
6. Mr. S.A. Qadri
7. Mr. D. Lobo
8. Mr. A. Pereira
9. Mr. Louis J.D' Souza
10. Mr. G. Mody
11. Mr. Cynthia Vaz
12. Mr. A. Godhino
13. Mr. L. Silvera
14. Mr. C.D.'Souza
15. Mr. Shyam Katapadi
16. Mr. S.D. Katta
17. Mr. Mohd. Rafique Sheikh
18. Mr. S. Murugan
19. Mr. P.B. Lokhande
20. Mr. B.K. Patil
21. Mr. J. Khan
22. Mr. E. Lopes
23. Mr. N.S. Sawant
24. Mr. K.R. Dolas
25. Mr. D. Fernandes

26. Mr. A.R. Chaturba
27. Mrs. S. Barboza
28. Mrs. Nisha D'Silva
29. Mr. P. Doctor
30. Mr. U.P. Jalgonkar
31. Mr. G. Fernando
32. Mr. K. Edward
33. Mr. C.A. Mirgal
34. Mr. Y. Shaikh
35. Mr. G.A. Gola
36. Mr. B.J. Thorat
37. Mr. E.N. Dhondkar
38. Mr. P.V. Panikar
39. Mr. S.K. Dhanger
40. Mr. S.B. Shintre
41. Mr. V.J. Naik
42. Mr. J.V. Gavar
43. Mr. E.D. Fome
44. Mr. P.J. Patil
45. Mr. S.M. Jadhav
46. Mr. A.K. Davade
47. Mr. P.V. Waghmare
48. Mr. K.N. Chauale
49. Mr. I.S. Tauro
50. Mr. P.S. Thorat
51. Mr. J.G. Sharma
52. Mr. Shyam Singh Kherwal
53. Mr. S.K. Hoduwadekar
54. Mr. K.B. Yalga
55. Mr. R. Chaudhari

3. To Support the Subject matter in the reference the statement of Claim is filed by the Second Party, through its Vice President at Exhibit 8 and the same was replied by the Management by filing written Statement at Exhibit 10. 2nd Party filed Rejoinder at Exhibit 11 under the signature of the Vice President. The issues were framed at Exhibit 12. On that evidence was led by the 2nd Party by filing affidavits in lieu of examination-in-chief at Exhibits 24 to 26. Cross examination was taken of the witness by the Management's Advocate. 2nd Party filed closing purshis at Exhibit 29 and the Management lead evidence by filing affidavits of its witness at Exhibits 33, 34, 39, 43 and 48. The witness were cross examined by the Union's Advocate. At Exhibit 53 closing evidence purshis was filed by the Management. Arguments of the Advocate for the Union was and heard and reference was kept for the Arguments of the Management's Advocate.

4. Meanwhile both parties filed purshis from at Exhibits 55, 58 to 61, 69 to 71, 73 to 75, 76 to 78, 82 and 83. 87

to 90, 96 to 99, 105, 108 to 115, 125 to 128, 134 to 139, 149, 150, 153 to 160, 171, 180 and 182 in Lok Adalat stating that, they settled the dispute out of Court and prayed for "No dispute Award". Hence, the order:

ORDER

In view of the Exhibits viz 55, 58 to 61, 69 to 71, 73 to 75, 76 to 78, 82 and 83, 87 to 90, 96 to 99, 105, 108 to 115, 125 to 128, 134 to 139, 149, 150, 153 to 160, 171, 180 and 182 Reference is disposed off in Lok Adalat with no order as to its costs.

(A.A. LAD), Presiding Officer

Bombay, 25th January, 2010.

Ext. No. 55

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-II, MUMBAI.

REF. (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Joint Application on behalf of the Workman (Mr. Sanjay Mohan Jadhav) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Sanjay Mohan Jadhav has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Sanjay Mohan Jadhav is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages.

2. The Management had positively considered the request for Mr. Sanjay Mohan Jadhav and had a detailed negotiation with Mr. Jadhav on personal basis and have agreed to provide monetary compensation to Mr. Jadhav in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the settlement reached between the worker, namely, Mr. Sanjay Mohan Jadhav and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Sanjay Mohan Jadhav) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b). Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory **Sanjay Mohan Jadhav**
Kuwait Airways Corporation Workman
Management

Date: 1st May 2009

Place: Mumbai

Ext. No. 58

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ...First party
Versus

Kuwait Airways Corporation
Employees' Association ...Second Party

Cheque for Rs. 14,50,000 Received

Joint Application on behalf of the Workman (Mr. Prakash Balkrishna Lokhande) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Prakash Balkrishna Lokhande has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Prakash Balkrishna Lokhande is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages.

2. The Management had positively considered the request for Mr. Prakash Balkrishna Lokhande and had a detailed negotiation with Mr. Lokhande on personal basis and has agreed to provide monetary compensation to Mr. Lokhande in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the settlement reached between the worker, namely, Mr. Prakash Balkrishna Lokhande and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Prakash Balkrishna Lokhande) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory **Prakash Balkrishna Lokhande**
Kuwait Airways Corporation Workman
Management

Date: 05-05-2009

Place: Mumbai

Ext. No. 59

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ...First party
Versus

Kuwait Airways Corporation
Employees' Association ...Second Party

Cheque for Rs. 14,50,000 Received

Joint Application on behalf of the Workman (Mr. Balu krishna Patil) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Balu krishna Patil has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Balu krishna Patil is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages.

2. The Management had positively considered the request for Mr. Balu krishna Patil and had a detailed negotiation with Mr. Patil on personal basis and has agreed to provide monetary compensation to Mr. Patil in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the settlement reached between the worker, namely, Mr. Balu krishna Patil and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Balu Krishna Patil) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory

Balu Krishna Patil

Kuwait Airways Corporation

Workman

Management

Date: 05-05-2009

Place: Mumbai

Ext. No. 60

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Cheque for Rs. 12,50,000 Received

Joint Application on behalf of the Workman (Mr. Kailash Namdeo Chaugule and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Kailash Namdeo Chaugule independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Kailash Namdeo Chaugule is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages.

2. The Management had positively considered the request for Mr. Kailash Namdeo Chaugule and had a detailed negotiation with Mr. Chugule on personal basis and have agreed to provide monetary compensation to Mr. Chaugule in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Kailash Namdeo Chaugule and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Kailash Namdeo Chaugule) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory

Kailash Namdeo Chaugule

Kuwait Airways Corporation

Workman

Management

Date: 05-05-2009

Place: Mumbai

Ext. No. 61

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Cheque for Rs. 12,50,000 Received

Joint Application on behalf of the Workman (Mr. Parkash Shankar Thorat) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Parkash Shankar Thorat has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Parkash Shankar Thorat is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages.

2. The Management had positively considered the request for Mr. Parkash Shankar Thorat and had a detailed negotiation with Mr. Thorat on personal basis and has agreed to provide monetary compensation to Mr. Thorat in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Parkash Shankar Thorat and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman Mr. Parkash Shankar Thorat for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory

Mr. Mr. Parkash Shankar Thorat

Kuwait Airways Corporation

Workman

Prayed accordingly.

Management

Authorized Signatory

Mr. Subramaniam Murgan

Date: 05-05-2009

Kuwait Airways Corporation

Workman

Place: Mumbai

Management

Date: 05-05-2009

Place: Mumbai

Ext No. 69

Ext. No. 70

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 of 2001

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received amount 14 lac fifty thousand Rs. 14,50,000

Joint Application on behalf of the Workman (Mr. Subramaniam Murgan) (Sl. No. 18) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Subramaniam Murgan has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Subramaniam Murgan is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages.

2. The Management had positively considered the request for Mr. Subramaniam Murgan and had a detailed negotiation with Mr. Subramaniam on personal basis and has agreed to provide monetary compensation to Mr. Subramaniam Murgan in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Subramaniam Murgan and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman Mr. Subramaniam Murgan for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;
- (b) Pass any other and further order as deemed necessary.

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received two Cheques of Rs. 6 Lakh & 6 Lakh 50 thousand stating to Rs. 12,50,000

Joint Application on behalf of the Workman (Mr. Shyam Singh Khetwal) (Sr. No.52) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Shyam Singh Khetwal has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Shyam Singh Khetwal is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages.

2. The Management had positively considered the request for Mr. Shyam Singh Khetwal and had a detailed negotiation with Mr. Khetwal on personal basis and has agreed to provide monetary compensation to Mr. Khetwal in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Shyam Singh Khetwal and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Shyam Singh Khetwal) for settlement of dispute and pass

a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory **Shyam Singh Kherwal**
(Sr. No. 52)

Kuwait Airways Corporation **Workman**
Management

Date: 05-05-2009

Place: Mumbai

Exh No. 71

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First Party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received two cheques of Rs. 10,00,000 each

Joint Application on behalf of the Workman (Mr. Sultan Mohd. Butt) (Sr. No.4) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Sultan Mohd. Butt has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Sultan Mohd. Butt is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages.

2. The Management had positively considered the request for Mr. Butt and had a detailed negotiation with Mr. Butt on personal basis and has agreed to provide monetary compensation to Mr. Butt in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the settlement reached between the worker, namely, Mr. Sultan Mohd. Butt and the Management of Kuwait Airways

Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Sultan Mohd. Butt) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory **Sultan Mohd. Butt**
(Sr. No.4)

Kuwait Airways Corporation **Workman**
Management

Date:

Place: Mumbai

Exh No. 73

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received cheques of Rs. 12,50,000 each

Joint Application on behalf of the Workman (Mr. Gabriel Fernando) (Sr. No.31) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Gabriel Fernando has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Gabriel Fernando is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages.

2. The Management had positively considered the request for Mr. Gabriel Fernando and had a detailed negotiation with Mr. Fernando on personal basis and has agreed to provide monetary compensation to Mr. Fernando in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

2. The Management had positively considered the request for Mr. Shekhar V. Jadey and had a detailed negotiation with Mr. Jadey on personal basis and has agreed to provide monetary compensation to Mr. Jadey in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject-matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Shekhar V. Jadey and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Shekhar V. Jadey) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Shekhar V. Jadey
(Sr.No.5)

Kuwait Airways Corporation WORKMAN
Management

Date: 09-07-2009

Place: Mumbai

Exh. No. 78

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-II, MUMBAI

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ...First party

Versus

Kuwait Airways Corporation
Employees' Association ...Second Party

Received 18 Lac in settlement of my claim

Joint Application on behalf of the Workman (Mr. Abdul Rashid Charolia) (Sr. No. 26) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Abdul Rashid Charolia has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Abdul Rashid Charolia is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of services loss.

2. The Management had positively considered the request for Mr. Abdul Rashid Charolia and had a detailed negotiation with Mr. Charolia on personal basis and has

agreed to provide monetary compensation to Mr. Charolia in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Abdul Rashid Charolia and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Abdul Rashid Charolia) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Mr. Abdul Rashid Charolia
(Sr.No.26)

Kuwait Airways Corporation Workman
Management

Date: 09-07-2009

Place: Mumbai

Exh No. 82

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-II, MUMBAI

REF: (CGIT) No. 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways CorporationFirst party

Versus

Kuwait Airways Corporation
Employees' Association ...Second Party

Received cheques of Rs. 18 Lakhs

Joint Application on behalf of the Workman (Mr. Louis John D'Souza) (Sr. No. 9) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Louis John D'Souza has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Louis John D'Souza is desirous of

seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of services loss of the last 9 years of services loss.

2. The Management had positively considered the request for Mr. Louis John D'Souza and had a detailed negotiation with Mr. D'Souza on personal basis and has agreed to provide monetary compensation to Mr. D'Souza in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Louis John D'Souza and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Louis John D'Souza) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Mr. Louis John D'Souza
(Sr. No.9)

Kuwait Airways Corporation Workman

Management

Date: 17-07-2009

Place: Mumbai

Exh No. 83

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-II, MUMBAI

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received cheques of Rs. 18 Lakhs

Joint Application on behalf of the Workman (Ms. Sarita Barboza) (Sr. No. 27) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Ms. Sarita Barboza has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Ms. Sarita Barboza is desirous of seeking monetary compensation in lieu of her claim for reinstatement and back wages including loss of service.

2. The Management had positively considered the request for Ms. Sarita Barboza and had a detailed negotiation with her on personal basis and has agreed to provide monetary compensation to her in lieu of withdrawing her own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Ms. Sarita Barboza and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Ms. Sarita Barboza) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Mr. Sarita Barboza
(Sr. No.27)

Kuwait Airways Corporation WORKMAN

Management

Date: 17-07-2009

Place: Mumbai

Exh No. 87

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-II, MUMBAI

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 12.5 Lakhs**Versus**

Joint Application on behalf of the Workman (Mr. Eknath Narayan Dhondkar) (Sr. No. 37) and the Management (First Party) for "No Dispute Award" with respect to his claim

**Kuwait Airways Corporation
Employees' Association ... Second Party**

Received Rs. 12.5 Lakhs

Joint Application on behalf of the Workman (Mr. Pundalik Honappa Wagmare) (Sr. No. 47) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:**MOST RESPECTFULLY SHOWETH:**

1. The Workman, namely, Mr. Eknath Narayan Dhondkar has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Eknath Narayan Dhondkar is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages for loss of service.

1. The Workman, namely, Mr. Pundalik Honappa Wagmare has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Pundalik Honappa Wagmare is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages for loss of service.

2. The Management had positively considered the request for Mr. Eknath Narayan Dhondkar and had a detailed negotiation with Mr. Dhondkar on personal basis and has agreed to provide monetary compensation to Mr. Dhondkar in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

2. The Management had positively considered the request for Mr. Pundalik Honappa Wagmare and had a detailed negotiation with Mr. Wagmare on personal basis and has agreed to provide monetary compensation to Mr. Wagmare in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Eknath Narayan Dhondkar and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Pundalik Honappa Wagmare and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Eknath Narayan Dhondkar) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Eknath Narayan Dhondkar
(Sr. No.37)

Kuwait Airways Corporation Workman
Management

Date: 03-08-2009

Place: Mumbai Exh. No. 88

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001**IN THE MATTER OF:**

Kuwait Airways Corporation ... First party

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Pundalik Honappa Wagmare) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Pundalik Honappa Wagmare
(Sr. No.47)

Kuwait Airways Corporation Workman
Management

Date: 03-08-2009

Place: Mumbai

Exh. No. 89

Exh. No. 90

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 12.5 Lakhs

Joint Application on behalf of the Workman (Mr. Ivan Sabstine Tauro) (Sr. No. 49) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Ivan Sabstine Tauro has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Ivan Sabstine Tauro is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages for loss of service.

2. The Management had positively considered the request for Mr. Ivan Sabstine Tauro and had a detailed negotiation with Mr. Tauro on personal basis and has agreed to provide monetary compensation to Mr. Tauro in lieu of withdrawing her own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the setatement reached between the worker, namely, Mr. Ivan Sabstine Tauro and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Ivan Sabstine Tauro) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Ivan Sabstine Tauro
(Sr. No.49)

Kuwait Airways Corporation
Management Workman

Date: 03-08-2009

Place: Mumbai

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 12.5 Lakhs

Joint Application on behalf of the Workman (Mr. Jagdish Govindram Sharma) (Sr. No. 51) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Jagdish Govindram Sharma independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Jagdish Govindram Sharma is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages for loss of service.

2. The Management had positively considered the request for Mr. Jagdish Govindram Sharma and had a detailed negotiation with Mr. Sharma on personal basis and has agreed to provide monetary compensation to Mr. Sharma in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter for loss of service.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Jagdish Govindram Sharma and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Jagdish Govindram Sharma) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-
 Authorized Signatory Jagdish Govindram Sharma
 (Sr. No.51)
 Kuwait Airways Corporation Workman
 Management
 Date: 03-08-2009
 Place: Mumbai

Exh. No. 96

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No. 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
 Versus

Kuwait Airways Corporation
 Employees' Association ... Second Party

Recieved Rs. 12.5 Lakhs, Dated 7-8-2009

Joint Application on behalf of the Workman
 (Mr. Chanderkant Amrut Mirgal) (Sr. No. 33) and the
 Management (First Party) for "No Dispute Award" with
 respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Chanderkant Amrut Mirgal has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Chanderkant Amrut Mirgal is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages for loss of service.

2. The Management had positively considered the request for Mr. Chanderkant Amrut Mirgal and had a detailed negotiation with Mr. Mirgal on personal basis and has agreed to provide monetary compensation to Mr. Mirgal in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Chanderkant Amrut Mirgal and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman

(Mr. Chanderkant Amrut Mirgal) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Sd/-

Authorized Signatory Chanderkant Amrut Mirgal
 (Sr. No. 33)

Kuwait Airways Corporation Workman
 Management

Date: 07-08-2009

Place: Mumbai

Exh. No. 97

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No. of 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First Party
 Versus

Kuwait Airways Corporation
 Employees' Association. ... Second Party

Recieved Rs. 12.5 Lakhs, Dated 7-8-2009

Joint Application on behalf of the Workman (Mr. Shankar Balu Shintre) (Sr. No. 40) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Shankar Balu Shintre has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Shankar Balu Shintre is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages for loss of service.

2. The Management had positively considered the request for Mr. Shankar Balu Shintre and had a detailed negotiation with Mr. Shintre on personal basis and has agreed to provide monetary compensation to Mr. Shintre in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Shankar Balu Shintre and the Management of Kuwait Airways Corporation whereby the workman requests for

passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Shankar Balu Shintre) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Sd/-

Authorized Signatory

Shankar Balu Shintre
(Sr. No. 40)

Kuwait Airways Corporation

Workman

Management

Date: 07-08-2009

Place: Mumbai

Exh. No. 98

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-II, MUMBAI.

Ref: (CGIT) No. 2/56 of 2001

IN THE MATTER OF :

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 12.5 Lakhs dtd. 7-8-2009

Joint Application on behalf of the Workman (Mr. Prakash Jaganath Patil) (Sr. No. 44) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Prakash Jaganath Patil has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Prakash Jaganath Patil is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages for loss of service.

2. The Management had positively considered the request for Mr. Prakash Jaganath Patil and had a detailed negotiation with Mr. Patil on personal basis and has agreed to provide monetary compensation to Mr. Patil in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Prakash Jaganath Patil and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Prakash Jaganath Patil) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Sd/-

Authorized Signatory

Prakash Jaganath Patil
(Sr. No. 44)

Kuwait Airways Corporation

Workman

Management

Date: 07-08-2009

Place: Mumbai

Exh. No. 99

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-II, MUMBAI.

Ref: (CGIT) No. 2/56 of 2001

IN THE MATTER OF :

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 12.5 Lakhs dtd. 2-8-2009

Joint Application on behalf of the Workman (Mr. Ashok Kisan Darade) (Sr. No. 46) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Ashok Kisan Darade has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Ashok Kisan Darade is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages for loss of service.

2. The Management had positively considered the request for Mr. Ashok Kisan Darade and had a detailed

negotiation with Mr. Darade on personal basis and has agreed to provide monetary compensation to Mr. Darade in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Ashok Kisan Darade and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Ashok Kisan Darade) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Ashok Kisan Darade
(Sr. No.46)

Kuwait Airways Corporation WORKMAN

Management

Date: 07-08-2009

Place: Mumbai

Ezh. No. 105

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 18 Lakhs dtd. 11-8-2009

Joint Application on behalf of the Workman (Mrs. Nisha D'Silva) (Sr. No. 28) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mrs. Nisha D'Silva has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to her claim in the subject matter. Since the subject workman Mrs. Nisha D'Silva is desirous of seeking

monetary compensation in lieu of her claim for reinstatement and back wages.

2. The Management had positively considered the request for Mrs. Nisha D'Silva and had a detailed negotiation with Mrs. Nisha D'Silva on personal basis and have agreed to provide monetary compensation to Mrs. Nisha D'Silva in lieu of withdrawing her own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mrs. Nisha D'Silva and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to her claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mrs. Nisha D'Silva) for settlement of her dispute and pass a "No Dispute Award" with respect to her claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd-

Sd-

Authorized Signatory

Nisha D'Silva
(Sr. No.28)

Kuwait Airways Corporation

... Workman

Management

Date: 11-08-2009

Place: Mumbai

Ezh. No. 108

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received INR 1250000 in two Cheques

Joint Application on behalf of the Workman (Mr. Uttam Pandu Jalgaonkar) (Sr. No. 30) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Uttam Pandu Jalgaonkar has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Uttam Pandu Jalgaonkar is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Uttam Pandu Jalgaonkar and had a detailed negotiation with Mr. Jalgaonkar on personal basis and has agreed to provide monetary compensation to Mr. Jalgaonkar in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the workman, namely, Mr. Uttam Pandu Jalgaonkar and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal on the reference of his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that the Hon'ble Tribunal may record the statement of workman (Mr. Uttam Pandu Jalgaonkar) in settlement of dispute and pass a "No Dispute Award" with respect to his claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly

Authorized Signatory: Mr. Uttam Pandu Jalgaonkar
(Sr. No. 35)

Kuwait Airways Corporation

WORKMAN

Management
Date: 22/05/2010

BEFORE THE HON'BLE CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL
MUMBAI

Case No. 1250000 of 2009

IN THE MATTER OF

Kuwait Airways Corporation vs. Mr. Uttam Pandu Jalgaonkar

First party

Versus

Kuwait Airways Corporation
Employees' Association

Second Party

Received INR 1250000 in two Cheques

Joint Application on behalf of the Workman (Mr. Gajanan Anant Gole) (Sr. No. 35) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

The Workman, namely, Mr. Gajanan Anant Gole has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Gajanan Anant Gole is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Gajanan Anant Gole and had a detailed negotiation with Mr. Gole on personal basis and has agreed to provide monetary compensation to Mr. Gole in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Gajanan Anant Gole and the Management of Kuwait Airways Corporation whereby the worker requests for passing of "No Dispute Award" by this Hon'ble Tribunal on the reference of his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Gajanan Anant Gole) in settlement of dispute and pass a "No Dispute Award" with respect to his claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly

Authorized Signatory: Mr. Gajanan Anant Gole
(Sr. No. 35)

Kuwait Airways Corporation

Workman

Management

Date: 22/05/2010

Mumbai

Exh. No. 1

BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL MUMBAI

Case No. 1250000 of 2009

IN THE MATTER OF

Kuwait Airways Corporation

First party

Versus

Kuwait Airways Corporation

Second Party

Received INR 1250000 in two Cheques

Versus

Joint Application on behalf of the Workman (Mr. Shankar Kanhaiya Dhangar) (Sr. No. 39) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Shankar Kanhaiya Dhangar has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Shankar Kanhaiya Dhangar is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Shankar Kanhaiya Dhangar and had a detailed negotiation with Mr. Dhangar on personal basis and has agreed to provide monetary compensation to Mr. Dhangar in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Shankar Kanhaiya Dhangar and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Shankar Kanhaiya Dhangar) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Mr. Shankar Kanhaiya Dhangar
(Sr. No. 39)

Kuwait Airways Corporation Workman
Management

Date: 27-08-2009

Place: Mumbai

Exh. No. 111

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

Ref: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation

... First party

Kuwait Airways Corporation

Employees' Association

... Second Party

Received INR 1250000 in two Cheques

Joint Application on behalf of the Workman (Mr. Jayandhrath Vishnu Gawas) (Sr. No. 42) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Jayandhrath Vishnu Gawas has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Jayandhrath Vishnu Gawas is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Jayandhrath Vishnu Gawas and had a detailed negotiation with Mr. Gawas on personal basis and has agreed to provide monetary compensation to Mr. Gawas in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Jayandhrath Vishnu Gawas and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Jayandhrath Vishnu Gawas) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Mr. Jayandhrath Vishnu Gawas
(Sr. No. 42)

Kuwait Airways Corporation WORKMAN
Management

Date: 27-08-2009

Place: Mumbai

Exh. No. 112

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

Ref: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation

... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received INR 1250000 in two Cheques

Joint Application on behalf of the Workman (Mr. Emmanuel Torne) (Sr. No. 43) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Emmanuel Torne has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Emmanuel Torne is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Emmanuel Torne and had a detailed negotiation with Mr. Torne on personal basis and has agreed to provide monetary compensation to Mr. Torne in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Emmanuel Torne and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Emmanuel Torne) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Mr. Emmanuel Torne
(Sr. No.43)

Kuwait Airways Corporation Workman
Management

Date: 27-08-2009

Place: Mumbai

Exh. No. 113

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

Ref: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received INR 1250000 in two Cheques

Joint Application on behalf of the Workman (Mr. Suresh Krishna Hodawdekar) (Sr. No. 53) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Suresh Krishna Hodawdekar has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Suresh Krishna Hodawdekar is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Suresh Krishna Hodawdekar and had a detailed negotiation with Mr. Hodawdekar on personal basis and has agreed to provide monetary compensation to Mr. Hodawdekar in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Suresh Krishna Hodawdekar and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Suresh Krishna Hodawdekar) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Mr. Suresh Krishna Hodawdekar
(Sr.No.53)

Kuwait Airways Corporation Workman
Management

Date: 27-08-2009

Place: Mumbai

Exh. No. 114

BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAL

Ref: (CGIT) No. 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received INR 1250000 in two Cheques

Joint Application on behalf of the Workman (Mr. Kanhya Prasad Yadav) (Sr. No. 54) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Kanhya Prasad Yadav independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Kanhya Prasad Yadav is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request Mr. Kanhya Prasad Yadav and had a detailed negotiation with Mr. Yadav on personal basis and has agreed to provide monetary compensation to Mr. Yadav in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Kanhya Prasad Yadav and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Kanhya Prasad Yadav) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Authorized Signatory

Mr. Kanhya Prasad Yadav
(Sr. No.54)

Kuwait Airways Corporation

Management

Date: 27-08-2009

Place: Mumbai

Sd/-

Workman

Exh. No. 115

BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAL

Ref: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received INR 1250000 in two Cheques

Joint Application on behalf of the Workman (Mr. R.T. Chaudhary) (Sr. No. 55) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. R.T. Chaudhary has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. R.T. Chaudhary is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. R.T. Chaudhary and had a detailed negotiation with Mr. Chaudhary on personal basis and has agreed to provide monetary compensation to Mr. Chaudhary in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. R.T. Chaudhary and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. R.T. Chaudhary) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Authorized Signatory

Kuwait Airways Corporation
Management

Date: 27-08-2009

Place: Mumbai

Sd/-

Mr. R.T. Chaudhary
(Sr. No.55)

Workman

Exh. No. 125

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation

Employees' Association ... Second Party

Received INR 1450000 in two Cheques

Joint Application on behalf of the Workman (Mr. Srinivas Dharmarao Katta) (Sr. No. 16) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Srinivas Dharmarao Katta has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Srinivas Dharmarao Katta is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request of Mr. Srinivas Dharmarao Katta and had a detailed negotiation with Mr. Katta on personal basis and has agreed to provide monetary compensation to Mr. Katta in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Srinivas Dharmarao Katta and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Srinivas Dharmarao Katta) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Authorized Signatory

Mr. Srinivas Dharmarao Katta
(Sr. No.16)

Kuwait Airways Corporation

Management

Date: 01-09-2009

Place: Mumbai

Sd/-

Workman.

Exh. No. 126

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation

Employees' Association ... Second Party

Received INR 1450000 in two Cheques

Joint Application on behalf of the Workman (Mr. Edgar Lopez) (Sr. No. 22) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Edgar Lopez has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Edgar Lopez is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request of Mr. Edgar Lopez and had a detailed negotiation with Mr. Lopez on personal basis and has agreed to provide monetary compensation to Mr. Lopez in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, (Mr. Edgar Lopez) and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Edgar Lopez) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Authorized Signatory

Kuwait Airways Corporation

Management

Date: 01-09-2009

Place: Mumbai

Sd/-

Mr. Edgar Lopez
(Sr.No.22)

Workman

Exh. No. 127

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAL**

Ref: (CGIT) No. 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
Versus

Kuwait Airways Corporation
Employees' Association ... Second Party
Received INR 1200000 in two Cheques

Joint Application on behalf of the Workman (Mr. Narayan Shankar Sawant) (Sr. No. 23) and the Management (First Party) for "No Dispute Award" with respect to his claim MOST RESPECTFULLY SHOWETH.

1. The Workman, namely, (Mr. Narayan Shankar Sawant) has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Narayan Shankar Sawant is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request of Mr. Narayan Shankar sawant and had a detailed negotiation with Mr. Sawant on personal basis and has agreed to provide monetary compensation to Mr. Sawant in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, (Mr. Narayan Shankar Sawant) and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Narayan Shankar Sawant) for settlement of dispute and pass of "No Dispute Award" with respect to his claim.

(b) Pass any other order which may be deemed necessary.

Prayed accordingly.

Authorized Signatory (Mr. Narayan Shankar Sawant)
(Sr. No. 23)

Kuwait Airways Corporation Workman
Management

Date: 01-09-2009

Place: Mumbai

Exh. No. 128

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAL**

Ref: (CGIT) No. 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
Versus

Kuwait Airways Corporation
Employees' Association ... Second Party
Received INR 1300000 in two Cheques

Joint Application on behalf of the Workman (Mr. Kalu Rama Dolas) (Sr. No. 24) and the Management (First Party) for "No. Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Kalu Rama Dolas has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Kalu Rama Dolas is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request of Mr. Kalu Rama Dolas and had a detailed negotiation with Mr. Dolas on personal basis and has agreed to provide monetary compensation to Mr. Dolas in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely Mr. Kalu Rama Dolas and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Kalu Rama Dolas) for settlement of dispute and pass of "No Dispute Award" with respect to his claim.

(b) Pass any other order which may be deemed necessary.

Prayed accordingly.

Authorized Signatory (Mr. Kalu Rama Dolas)
(Sr. No. 24)

Kuwait Airways Corporation WORKMAN
Management

Date: 01-09-2009

Place: Mumbai

Exh. No. 134

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

Ref: (CGIT) No. 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association' ... Second Party

Received INR 240000/- in one Cheque

Joint Application on behalf of the Workman (Mr. Joe Pinto)
(Sr. No. 3) and the Management (First Party) for "No
Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Joe Pinto has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Joe Pinto is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Joe Pinto and had a detailed negotiation with Mr. Pinto on personal basis and has agreed to provide monetary compensation to Mr. Pinto in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Joe Pinto and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Joe Pinto) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory (Mr. Joe Pinto)
(Sr. No.3)

Kuwait Airways Corporation Workman
Management

Date: 07-09-2009

Place: Mumbai

Exh. No. 135

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

Ref: (CGIT) No. 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received INR 2000000 in one Cheque

Joint Application on behalf of the Workman (Mr. Syed
Asif Quadri) (Sr. No. 6) and the Management (First Party)
for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Syed Asif Quadri has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Syed Asif Quadri is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Syed Asif Quadri and had a detailed negotiation with Mr. Quadri on personal basis and has agreed to provide monetary compensation to Mr. Quadri in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Syed Asif Quadri and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Syed Asif Quadri) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory (Mr. Syed Asif Quadri)
(Sr. No.6)

Kuwait Airways Corporation Workman
Management

Date: 07-09-2009

Place: Mumbai

Exh. No. 136

BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI

REF : (CGIT) No. 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received INR 2000000 in one Cheque

Joint Application on behalf of the Workman (Mr. Adrian Pereira) (Sr. No. 8) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Adrian Pereira has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Adrian Pereira is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Adrian Pereira and had a detailed negotiation with Mr. Pereira on personal basis and has agreed to provide monetary compensation to Mr. pereira in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Adrian Pereira and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Adrian Pereira) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Mr. Adrian Pereira
(Sr. No.8)Kuwait Airways Corporation Workman
Management

Date: 07-09-2009

Place: Mumbai

Exh. No. 137

BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI

REF: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received INR 3950000 in one Cheque

Joint Application on behalf of the Workman (Mr. Goolestan D. Mody) (Sr. No. 10) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Ms. Goolestan D. Mody has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to her claim in the subject matter. Since the subject workman Mr. Goolestan D. Mody is desirous of seeking monetary compensation in lieu of her claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Ms. Goolestan D. Mody and had a detailed negotiation with Ms. Mody on personal basis and has agreed to provide monetary compensation to Ms. Mody in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Ms. Goolestan D. Mody and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to her claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Ms. Goolestan D. Mody) for settlement of her dispute and pass a "No Dispute Award" with respect to her claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory (Mr. Goolestan D. Mody)
(Sr.No.10)Kuwait Airways Corporation Workman
Management

Date: 07-09-2009

Place : Mumbai

Exh. No. 138

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
Versus

Kuwait Airways Corporation
Employees' Association ... Second Party
Received INR 1450000 in two Cheques

Joint Application on behalf of the Workman (Mr. Augustine William Godinho) (Sr. No. 12) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Augustine William Godinho has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Augustine William Godinho is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Augustine William Godinho and had a detailed negotiation with Mr. Godinho on personal basis and has agreed to provide monetary compensation to Mr. Godinho in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Augustine William Godinho and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Augustine William Godinho) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory (Mr. Augustine William Godinho)
(Sr. No.12)

Kuwait Airways Corporation Workman
Management

Date: 07-09-2009

Place: Mumbai

Exh. No. 139

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
Versus

Kuwait Airways Corporation
Employees' Association ... Second Party
Received INR 1300000 in two Cheques

Joint Application on behalf of the Workman (Mr. Shyam Katapadi) (Sr. No. 15) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Shyam Katapadi has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Shyam Katapadi is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request for Mr. Shyam Katapadi and had a detailed negotiation with Mr. Katapadi on personal basis and has agreed to provide monetary compensation to Mr. Katapadi in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Shyam Katapadi and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Shyam Katapadi) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory (Mr. Shyam Katapadi)
(Sr. No.15)

Kuwait Airways Corporation Workman
Management

Date: 07-09-2009

Place: Mumbai

Exh. No. 149

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI.**

REF: (CGIT) No. 2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received 1250000 in two Cheques

Joint Application on behalf of the Workman (Mr. Mohan Kumar Panicker) (Sr. No. 38) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Mohan Kumar Panicker has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Mohan Kumar Panicker is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request of Mr. Mohan Kumar Panicker and had a detailed negotiation with Mr. Panicker on personal basis and has agreed to provide monetary compensation to Mr. Panicker in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Mohan Kumar Panicker and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Mohan Kumar Panicker) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Authorized Signatory Mr. Mohan Kumar Panicker
(Sr. No.38)

Kuwait Airways Corporation Workman
Management

Date: 15-09-2009

Place: Mumbai

Exh. No. 150

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI.**

REF: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party
Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received 1250000 in two Cheques

Joint Application on behalf of the Workman (Mr. Vijay Gangadhar Naik) (Sr. No. 41) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Vijay Gangadhar Naik has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Vijay Gangadhar Naik is desirous of seeking monetary compensation in lieu of his claim for reinstatement and back wages of the last 9 years of service loss.

2. The Management had positively considered the request of Mr. Vijay Gangadhar Naik and had a detailed negotiation with Mr. Naik on personal basis and has agreed to provide monetary compensation to Mr. Naik in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Vijay Gangadhar Naik and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Vijay Gangadhar Naik) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Authorized Signatory

Kuwait Airways Corporation
Management

Date: 15-09-2009

Place: Mumbai

Sd/-

Mr. Vijay Gangadhar Naik
(Sr. No.41)

Workman

Exh. No. 153

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 40,00000 Lac in five cheques

Joint Application on behalf of the Workman (Mr. G. Timmins) (Sr. No. 1) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. G. Timmins has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. G. Timmins is desirous of seeking capital compensation in consideration of waiving all his claims and withdrawing the case pending between him and Kuwait Airways before the Hon'ble Tribunal.

2. The Management had positively considered the request for Mr. G. Timmins and had a detailed negotiation with Mr. Timmins on personal basis and has agreed to provide capital compensation to Mr. Timmins in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. G. Timmins and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. G. Timmins) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Authorized Signatory

Kuwait Airways Corporation
Management

Date: 08-10-2009

Place: Mumbai

Sd/-

Mr. G. Timmins
(Sr. No.1)

Workman

Exh. No. 154

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 31 Lakhs in four Cheques

Joint Application on behalf of the Workman (Ms. Pervin Sukhia) (Sr. No. 2) and the Management (First Party) for "No Dispute Award" with respect to her claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Ms. Pervin Sukhia has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Ms. Pervin Sukhia is desirous of seeking capital compensation in consideration of waiving all his claims and withdrawing the case pending between him and Kuwait Airways before the Hon'ble Tribunal.

2. The Management had positively considered the request for Ms. Pervin Sukhia and had a detailed negotiation with Ms. Pervin Sukhia on personal basis and has agreed to provide capital compensation to Ms. Pervin Sukhia in lieu of withdrawing her own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Ms. Pervin Sukhia and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to her claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Ms. Pervin Sukhia) for settlement of his dispute and pass a "No Dispute Award" with respect to her claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-

Authorized Signatory

Kuwait Airways Corporation
Management

Date: 08-10-2009

Place: Mumbai

Sd/-

Ms. Pervin Sukhia
(Sr. No.2)

Workman

Exh. No. 155

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAL**

REF: (CGIT) No.2/56 of 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party**Received Rs. 36 Lacks in four Cheques****Joint Application on behalf of the Workman (Mr. Denzil Lobo) (Sr. No. 7) and the Management (First Party) for "No Dispute Award" with respect to his claim.****MOST RESPECTFULLY SHOWETH:**

1. The Workman, namely, Mr. Denzil Lobo has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Denzil Lobo is desirous of seeking capital compensation in consideration of waiving all his claims and withdrawing the case pending between him and Kuwait Airways before the Hon'ble Tribunal.

2. The Management had positively considered the request for Mr. Denzil Lobo and had a detailed negotiation with Mr. Denzil Lobo on personal basis and has agreed to provide capital compensation to Mr. Denzil Lobo in lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Denzil Lobo and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Denzil Lobo) for settlement of his dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and his further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Mr. Denzil Lobo
(Sr.No.7)

Kuwait Airways Corporation Workman
Management

Date: 08-10-2009

Place: Mumbai

Exh. No. 156

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party**Received Rs. 18 Lacks in two Cheques****Joint Application on behalf of the Workman (Ms. Cynthia Vaz) (Sr. No. 11) and the Management (First Party) for "No Dispute Award" with respect to her claim.****MOST RESPECTFULLY SHOWETH:**

1. The Workman, namely, Ms. Cynthia Vaz independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Ms. Cynthia Vaz is desirous of seeking capital compensation in consideration of waiving all his claims and withdrawing the case pending between him and Kuwait Airways before the Hon'ble Tribunal.

2. The Management had positively considered the request for Ms. Cynthia Vaz and had a detailed negotiation with Ms. Cynthia Vaz on personal basis and has agreed to provide capital compensation to Ms. Cynthia of withdrawing her own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Ms. Cynthia Vaz and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

(a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Ms. Cynthia Vaz) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory Ms. Cynthia Vaz
(Sr.No.11)

Kuwait Airways Corporation
Management

Workman

Through her Constituted Attorney
Ms. Pholimena Vaz

Date: 08-10-2009

Place: Mumbai

Exh. No. 157

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 14.50 Lac. in two Cheques

Joint Application on behalf of the Workman (Mr. Rafiq Shaikh) (Sr. No. 17) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Rafiq Shaikh has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Rafiq Shaikh is desirous of seeking capital compensation in consideration of availing all his claims and withdrawing the case pending between him and Kuwait Airways before the Hon'ble Tribunal.

2. The Management had positively considered the request for Mr. Rafiq Shaikh and had a detailed negotiation with Mr. Rafiq Shaikh on personal basis and has agreed to provide capital compensation to Mr. Rafiq Shaikh in lieu of withdrawing her own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Rafiq Shaikh and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Rafiq Shaikh) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

(b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory

Mr. Rafiq Shaikh
(Sr. No. 17)

Kuwait Airways Corporation
Management

Workman

Date: 08-10-2009

Place: Mumbai

Exh. No. 158

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

Kuwait Airways Corporation
Employees' Association ... Second Party

Received Rs. 20 Lacs in three Cheques

Joint Application on behalf of the Workman (Mr. Zunaid Khan) (Sr. No. 21) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Zunaid Khan has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Zunaid Khan is desirous of seeking capital compensation in consideration of waiving all his claims and withdrawing the case pending between him and Kuwait Airways before the Hon'ble Tribunal.

2. The Management had positively considered the request for Mr. Zunaid Khan and had a detailed negotiation with Mr. Zunaid Khan on personal basis and has agreed to provide capital compensation to Mr. Zunaid Khan in lieu of withdrawing her own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Zunaid Khan and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Zunaid Khan) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory

Mr. Zunaid Khan
(Sr. No.21)

Kuwait Airways Corporation

Workman

Management

Date: 08-10-2009

Place: Mumbai

Exh. No. 159

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation

First party

Versus

Kuwait Airways Corporation

Employees' Association

Second Party

Received Rs. 14 Lacks in two Cheques

Joint Application on behalf of the Workman (Mr. Douglas Pascoal Fernandes) (Sr. No. 25) and the Management (First Party) for "No Dispute Award" with respect to his claim

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Douglas Pascoal Fernandes has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Douglas Pascoal Fernandes is desirous of seeking capital compensation in consideration of waiving all his claims and withdrawing the case pending between him and Kuwait Airways before the Hon'ble Tribunal.

2. The Management had positively considered the request for Mr. Douglas Pascoal Fernandes and had a detailed negotiation with Mr. Fernandes on personal basis and has agreed to provide monetary compensation to Mr. Fernandes lieu of withdrawing his own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up

the matter on urgent basis for hearing today and record the statement reached between the worker, namely, Mr. Douglas Pascoal Fernandes and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to his claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mr. Douglas Pascoal Fernandes) for settlement of dispute and pass a "No Dispute Award" with respect to his claim;

- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Authorized Signatory

Mr. Douglas Pascoal Fernandes
(Sr. No.25)

Kuwait Airways Corporation

Workman

Management

Through his Constituted Attorney
Ms. Renita E. Fernandes

Date: 08-10-2009

Place: Mumbai

Exh. No. 160

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation

First party

Versus

Kuwait Airways Corporation

Employees' Association

Second Party

Received Rs. 20 Lac in three Cheques

Joint Application on behalf of the Workman (Mr. Percy Doctor) (Sr. No. 29) and the Management (First Party) for "No Dispute Award" with respect to his claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mr. Percy Doctor has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mr. Percy Doctor is desirous of seeking capital compensation in consideration of waiving all his

Employees' Association ... Second Party

Received Rs. 750000 in one Cheque

Joint Application on behalf of the Workman (Ms. Allision Alex Silveira) (Sr. No. 13) and the Management (First Party) for "No Dispute Award" with respect to his claim
MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Ms. Allision Alex Silveira has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Ms. Allision Alex Silveira is desirous of seeking capital compensation in consideration of availing all her claims and withdrawing the case pending between her and Kuwait Airways before the Hon'ble Tribunal.

2. The Management had positively considered the request for Ms. Allision Alex Silveira and had a detailed negotiation with Ms. Allision Alex Silveira on personal basis and has agreed to provide capital compensation to Ms. Allision Alex Silveira in lieu of withdrawing her own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the settlement reached between the worker, namely, Ms. Allision Alex Silveira and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to her claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Ms. Allision Alex Silveira) for settlement of dispute and pass a "No Dispute Award" with respect to her claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-	Sd/-
Authorized Signatory	Ms. Allision Alex Silveira (Sr.No.13)
Kuwait Airways Corporation Management	WORKMAN
Date: 25th, January, 2010	
Place: Mumbai	

Exh. No. 182

**BEFORE THE HON'BLE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-II, MUMBAI**

REF: (CGIT) No.2/56 OF 2001

IN THE MATTER OF:

Kuwait Airways Corporation ... First party

Versus

**Kuwait Airways Corporation
Employees' Association ... Second Party**

Received 1250000 in two Cheques.

Joint Application on behalf of the Workman (Mrs. Rehmatbee Yunus Shaikh) (Sr. No. 34) and the Management (First Party) for "No Dispute Award" with respect to her claim.

MOST RESPECTFULLY SHOWETH:

1. The Workman, namely, Mrs. Rehmatbee Yunus Shaikh has independently approached the Management of Kuwait Airways Corporation seeking an out-of-court settlement with respect to his claim in the subject matter. Since the subject workman Mrs. Rehmatbee Yunus Shaikh is desirous of seeking capital compensation in consideration of availing all her claims and withdrawing the case pending between her and Kuwait Airways before the Hon'ble Tribunal.

2. The Management had positively considered the request for Mrs. Rehmatbee Yunus Shaikh and had a detailed negotiation with Mrs. Rehmatbee Yunus Shaikh on personal basis and has agreed to provide capital compensation to Mrs. Rehmatbee Yunus Shaikh in lieu of withdrawing her own claim filed before this Hon'ble Tribunal in the subject matter.

3. In light of the above submissions, both the parties hereby humbly request this Hon'ble Tribunal to take up the matter on urgent basis for hearing today and record the settlement reached between the worker, namely, Mrs. Rehmatbee Yunus Shaikh and the Management of Kuwait Airways Corporation whereby the workman requests for passing of "No Dispute Award" by this Hon'ble Tribunal only in reference to her claim before this Hon'ble Tribunal.

PRAYER

- (a) It is humbly submitted that this Hon'ble Tribunal may record the statement of workman (Mrs. Rehmatbee Yunus Shaikh) for settlement of her dispute and pass a "No Dispute Award" with respect to her claim;
- (b) Pass any other and further order as deemed necessary.

Prayed accordingly.

Sd/-	Sd/-
Authorized Signatory	Mrs. Rehmatbee Yunus Shaikh (Sr. No. 34)
Kuwait Airways Corporation Management	Workman
Date: 25th, January, 2010	
Place: Mumbai	

नई दिल्ली, 21 अप्रैल, 2010

का.आ. 1332.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स जापान एयरलाइन्स के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 65/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-2010 को प्राप्त हुआ था।

[सं. एल-11012/37/2004-आईआर (सी-1)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 21st April, 2010

S.O. 1332.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2004) of the Central Government Industrial Tribunal/Labour Court No. 1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Japan Airlines and their workmen, which was received by the Central Government on 21-04-2010.

[No. L-11012/37/2004-IR (C-1)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, KARKARDOOMA COURTS
COMPLEX, DELHI.**

I. D. No. 65 / 2004

Dayal Singh S/o Shri Peeru Ram,
R/o House No. 8,
Village Nangal Devat,
New Delhi-37

... Claimant

Versus

The Regional Manager (India),
Japan Airlines Co. Ltd.,
Chander Lok Building, 36, Janpath,
New Delhi-110 001.

... Management

AWARD

Japan Airlines had suspended its flight and closed its establishment herein Delhi on 30-10-1992. All employees working here in Delhi were retrenched and Dayal Singh was one amongst them. Thereafter Dayal Singh was called to perform casual jobs an intermittent period. In October, 1996 Air Transport Services were restarted by Japan Airlines to and from Delhi. A Skelton staff was engaged, including the claimant. On 1st of October 2003 the claimant tendered his resignation, which was accepted. Subsequently he raised an industrial dispute before the Conciliation Officer.

Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order no. L-11012/37/2004-IR (C-1), New Delhi dated 17th of December, 2004, with following terms:

"Whether it is a fact that management of M/s. Japan Airlines Limited forcibly obtained resignation of Dayal Singh, permanent sweeper category-I, w.e.f. 1-11-92 and continued to employ him upto 1-10-03 for which workman was paid against petty vouchers? If so, whether the action of the said management in obtaining said resignation w.e.f 1-12-92 and finally terminating his service w.e.f 1-10-03 is just, fair and legal? If not to what relief is the workman entitled?"

2. Claim statement was filed by Shri Dayal Singh pleading that he was appointed as Sweeper Category I by the management, vide letter dated 10-10-77. He was confirmed in service on 31st of March, 78. He served the management continuously upto till 1992. In 1992 the management showed its intention to wind up its business in India. At that juncture management obtained forcibly resignation from him. He was told that resignation letter was required, but he would continue to serve the management. He served management without any break. However his permanent status was not restored. On 1st of October, 2003 he was directed by the Cargo Head to report at Head Office of the management, located at Janpath, New Delhi. He reported at the Head Office where he was asked to return airport entry passes. He was told to perform duties at Head Office of the management, at Janpath, New Delhi. He performed his duties with the management for 23 years. He was relegated to the position of a temporary employee in an illegal manner. He sent a legal notice dated 21-10-2003, which was not replied by the management. Another notice was sent on 21st of November, 2003. He was forced to discontinue his job in illegal manner in October, 2003. Action of the management in terminating his services is illegal. He seeks reinstatement in service with continuity and full back wages.

3. Claim was demurred by the management pleading that on 1st of October, 2003, the claimant tendered his resignation in his own hand writing, which was accepted. Services of the claimant were never terminated. It has been admitted that the claimant remained employed with the management from 1-9-77 till 30-10-92, the date when flights to India were suspended and establishment in Delhi was closed. All employees, including the claimant, were retrenched and their dues were paid. Except Regional Manager, India, there was none to represent the management here in India. The management restarted its flight from India in 1996 and employed a skelton staff. Claimant approached the management and he was again engaged. He was paid wages much higher than the minimum wages. On 1st of October,

2003, he tendered his resignation, which was accepted. Under these circumstances neither there is an industrial dispute nor claim put forward has any substance.

4. Dayal Singh (WW1) and Mukesh Kumar (WW2) were examined on behalf of the claimant Shri Neeraj Sharma was examined on behalf of the management. No other witness was examined by either of the parties.

5. Arguments were heard at the bar. Shri S.K. Balyan, authorised representative, advanced arguments on behalf of the claimant Ms. Rajni Mahajan, authorised representative, raised her submissions on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My finding on issues involved in the controversy are as follows:

6. In his testimony, the claimant projects that in 1992 many employees were retrenched by the management. His resignation letter was obtained and his dues were paid. He concedes that in 1992, he was paid notice pay and retrenchment compensation, besides his wages. Therefore, out of facts projected by the claimant it is emerging over the record that in 1992 his services were retrenched. Notice pay and retrenchment compensation was paid to him.

7. Neeraj Sharma had deposed that Japan Airlines had closed its operation here in India on 1-11-92. All employees were either retrenched or they sought voluntary retirement. Retrenched employees were paid their compensation and dues in accordance with law. Dayal Singh was also paid his dues in 1992.

8. Out of facts projected by the claimant and Shri Neeraj Sharma, it emerges over the record that Japan Airlines had pulled out of Air Transport Services from India in November, 92, on account of business exigencies. It had to retrench all of its employees, including the claimant. Retrenchment compensation and notice pay, besides his wages were paid to the claimant. Therefore, it is evident that on 1-11-92 claimant was retrenched in accordance with law. No evidence was adduced to prove that resignation of the claimant was forcibly obtained by the management on 1-11-92.

9. Claimant deposed that he continued to serve the management after November, 1992. However, in his cross-examination he concedes that there is no document in his possession to show that he was in the employment of the management from 1992 till 1996. A claim was projected by the management that casual jobs were taken from Dayal Singh at intermittent period. Mark A shows that on 1st of March, 94 a sum of Rs. 27,00 was paid to Dayal Singh as a salary in the capacity of a temporary staff. That document brings it over the record that often and then Dayal Singh was employed casually and was paid for the same. It could not establish that Dayal Singh continued to serve the management, after November, 1992 till 1996.

10. In October, 1996 management restarted its Air Transport Services from New Delhi. Claimant was engaged, being an ex-employee. He was paid his wages higher than the minimum wage. Dayal Singh deposed that resignation letter Ex. WW1/M1 is in his hand writing. However, he projects that it was written by him on the dictation of Shri Bhardwaj. He coined a story that he wrote a resignation letter, but later on torn it and threw away. In order to substantiate his claim that resignation letter Ex. WW1/M1 was recorded by him under pressure, he hastened to add that resignation letter was torn and thrown away by him. However his contention on that regard is unfounded, since original of that resignation letter has also been placed over the judicial record, which is marked X-1, Mark X-1 is the original, facsimile of which is Ex. WW1/M1. Therefore, it is evident that resignation mark X-1 was tendered by the claimant voluntarily and with a view to add embroidery to facts, he coined a story of tearing and throwing it away. There is no substance in that story. Story of pressure being exerted on the claimant, for obtaining resignation letter mark X-1, is also unsubstantiated. Therefore, it is emerging over the record that the claimant tendered his resignation on 1st of October, 2003, which was accepted by the management. When resignation was tendered by the claimant, his claim, to the effect that his services were forcibly dispensed with by the management is uncalled for. In view of these facts claim put forward by the claimant, concerning termination of his services on 1-10-2003, is false to his own knowledge.

11. When claimant had tendered his resignation, there cannot be a case of reinstatement of his services not to talk of continuity and full back wages. He is not entitled to any relief. An award is accordingly passed. It be sent to the appropriate Government for publication.
Dated: 25-3-10

DR. R.K. YADAV, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2010

का.आ. 1333.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कारपोरेशन लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 72/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-4-2010 को प्राप्त हुआ था।

[सं. एल-30012/21/2007-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 26th April, 2010

S.O. 1333.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/2007) of the Central Government Industrial Tribunal/Labour Court No.-1, New Delhi as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of Indian Oil Corporation Ltd. and their workmen, which was received by the Central Government on 26-04-2010.

[No. L-30012/21/2007-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.-1, KARKARDOOMA COURTS COMPLEX,
DELHI**

I. D. No. 72 / 2007

Raj Kumar S/o Shri Uday Singh,
R/o 11688/1, Sat Nagar,
Karol Bagh, New Delhi-110005

... Workman

Versus

The Chairman-cum-Managing Director,
Indian Oil Corporation Ltd.,
Scope Complex, Core No.2,
Lodhi Road, New Delhi

... Management

AWARD

Unruly and disorderly behaviour with his colleagues made Raj Kumar to suffer an order of suspension on 5th of October, 95. It was followed a charge-sheet. However, his suspension was revoked on 7th of December, 95, when he gave assurances of his good behaviour. He did not mend his way and harrassed a tanker driver, fabricated attendance register and misbehaved with his colleagues. He was suspended on 7-7-97. He was charge sheeted on 9-8-97 for tampering with the attendance registered as well as assaulting and abusing employees of the Indian Oil Corporation, (hereinafter referred to as the Corporation). An enquiry was initiated. The Enquiry Officer recorded a finding against him. The Disciplinary Authority passed an order of dismissal on 7-12-98. An appeal was preferred against the said order, but it evoked no response. A writ was filed before the High Court of Delhi, which was dismissed with liberty to approach the appropriate forum. Raj Kumar raised an industrial dispute before the Conciliation Officer. When conciliation proceeding failed, appropriate Government referred the dispute to this Tribunal for adjudication, vide Order No. L-30012/21/2007-IR(M) New Delhi, dated 22-10-2007, with following terms:

"Whether the action of the management in terminating the service of Sh. Raj Kumar w.e.f. 3-10-98 is just, fair and legal? If not, to what relief the workman is entitled to and from which date?"

2. Claim statement was filed by Raj Kumar pleading therein that he served the management with honesty and devotion and as such reached the position of a chageman in the year 1991. According to him he gained popularity amongst colleagues, which fact displeased his senior. A

coterie was clicked against him and false and baseless charge sheet was served upon him. He replied that charge sheet. An enquiry was initiated, in which he participated. The Enquiry Officer had not accorded him sufficient opportunity of being heard. Incriminating documents were not supplied to him. Enquiry, conducted against him, was violative of the principles of natural justice. The Enquiry Officer presented a biased report. The Disciplinary Authority failed to apply his mind to that report and hastened to pass a dismissal order dated 7-12-98. He claims that the dismissal order as well as report of the Enquiry Officer are arbitrary, capricious and may be struck off. Reinstatement in service with continuity and full back wages has been claimed by the workman.

3. The management demurred the claim pleading that charge sheet was served upon the workman relating to the incident dated 7-7-97 and 23-7-97. His explanation was not found satisfactory, hence Shri Abdul Salim was appointed as Enquiry Officer. He conducted the enquiry in accordance with the principles of natural justice and reasonable opportunity was given to the workman to defend himself in the enquiry. Vide report dated 3-10-98, the Enquiry Officer concluded that charges stands proved against the workman. Penalty of dismissal from service was imposed upon him by the Disciplinary Authority on 7-12-98. An appeal was preferred and the Appellate Authority rejected his appeal on 12-4-99. The workman approached High Court of Delhi against the dismissal order, from where he could not get any relief. It has been claimed that the workman has approached this Tribunal belatedly and his case be dismissed on the ground of delay and laches. Management projects that he was issued various charge sheet and memos since he was a habitual trouble maker. It has been claimed that no fault can be found against the procedure as well as the findings of the Enquiry Officer. After his dismissal, his terminal dues were paid. He is not entitled for reinstatement with continuity of service. A claim has been made that the reference may be answered in favour of the management.

4. On pleading of the parties following issues were settled:

1. Whether the enquiry conducted by the management were just and fair?
2. Whether the punishment awarded to the workman was commensurative to his misconduct?
3. As in terms of reference?
4. Relief.

Issue No. 1 was treated as preliminary issue and parties were called to lead their evidence. Shri Vishal, Deputy Manager, (Employees Relation), was examined on behalf of the management on the preliminary issue. The workman testified facts in his favour. Parties were heard. Shri Manish Gandhi, authorised representative, advanced arguments on behalf of the workman. Shri Rajat Arora authorised representative, raised his submission on behalf of the management.

6. On consideration of the arguments and perusal of the record, issue No.1 was answered in favour of the workman and against the management, vide order dated 3-9-2009.

7. Shri B.K. Singla (MW2) and Shri M.L. Dham (MW3) were examined on behalf of the management to prove misconduct of the workman. Workman had tendered his affidavit in rebuttal to the evidence adduced by the management. He was cross examined by and on behalf of the management. No other witness was examined by either of the parties.

8. Arguments were heard at the bar. Shri Sudhir Gupta, authorised representative, advanced arguments on behalf of the workman. Shri Rajat Arora, authorised representative, made his submissions on behalf of the management. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on the issue involved in the controversy are as follows :

Issue Nos. 2 & 3.

9. Shri B.K. Singla deposed that in July, 1997, claimant was working as chargeman at Shakur Basti Terminal of the management. On 7-7-97 he was present on his duty. At about 3 P.M. one tanker driver approached him, who made a complaint that Raj Kumar had taken challan of his vehicle and went away. Duties of Raj Kumar were to check seals affixed on vehicles going out of the terminal. He left his seat and went to the gate of the terminal. On his enquiry from the officials present at the gate, he came to know that Raj Kumar had went out of the terminal alongwith the challan of the aforesaid vehicle. He went back to his office. At about 5.15 PM, he saw Raj Kumar approaching office of the Chief Terminal Manager. He was called by the Chief Terminal Manager. Raj Kumar was present there alongwith union representative, namely, Gopal Kishan and Nandi Ram. Raj Kumar handed over that challan alongwith a complaint to Chief Terminal Manager. Chief Terminal Manager deputed him to check seal and fire-fighting equipment of that vehicle, against which Raj kumar had made a complaint. He found safety valve and fire-fighting equipment of that vehicle in order. On checking of the aforesaid vehicle he came to know that the contents of the complaint (made by Raj Kumar) were not correct. He details that after 3.00 PM he had checked attendance register of the employees. In that register Raj Kumar had recorded A+B, which means that he had performed his morning shift duty as well as evening shift duty. Since Raj Kumar was not available for his duties at that time, he deleted B meaning thereby that he had not performed evening shift duty. He recorded some remarks also in the attendance register. Those remains were not fresh in his memory. At about 5.40 PM he left for his home. He was examined as a witness during the course of enquiry against Raj Kumar. At that time he noted that remarks recorded in the attendance registered were deleted by someone. During the course of his cross examination, he admits that the day evening shift duties were also assigned to Raj Kumar.

Evening shift duty starts at 2.00 PM. Raj Kumar was present at Shakur Basti Terminal upto 3.00 PM.

10. Shri M.L. Dham deposed that on 23-7-97, he was present on his duty at Shakur Basti Terminal of the management. At about 10.00 AM he went to Stationery Section and found Raj Kumar present there. 2-3 persons were also present there in the said section. On seeing him, Raj Kumar started abusing. He abused him in filthiest language. He reported the matter to Shri A.L. Kapahi, then Chief Terminal Manager. Shri Awasthi, Local Secretary of the Union was also present in the office of Shri Kapahi. Complaint Ex. MW 3/1 was made by him to Shri Kapahi. Subsequently he deposed facts against the workman before the Enquiry Officer. During the course of his cross-examination he projects that there was no previous enmity between him and the workman. He had not reacted when Raj Kumar abused him. He had not spoken even a single word when Raj Kumar started abusing him. He abused him by name. He concedes that prior to that incident Raj Kumar had not misbehaved with him.

11. Shri Raj Kumar swears in his affidavit that he joined services with the management in 1975 and by dint of hard work he was elevated to the position of chargeman. He never gave any chance of complaint to the management. He was involved in altruist and benevolent activities for his officers and colleagues. Certain officials started nurturing ill -will against him. A false and frivolous charge sheet was served upon him in August, 97, with a view to eliminate his job. On 7-7-97 he performed morning as well as evening shift duty. He had not detailed any remarks, made by Shri B.K. Singla in the attendance register. He has not levelled any false allegations regarding defects in TT No. HYS-3328. He has not stopped exit of TT No. HYS-3328 nor forcibly took away its gate pass. No incident took place between him and Shri M.L. Dham on 23-7-97. He never abused him. Allegations levelled by Shri Dham are false and frivolous. He has not committed any misconduct. During the course of his cross-examination, he admits that attendance register, which is Ex. WW2/M1, bears his signature at point B. He admits that on 7-7-97 tanker bearing registration No. HYS-3328 was having a gate pass to go out of the Terminal. When he checked the said Vehicle, he found its safety valve leaking. He made complaint to Chief Terminal Manager in that regard. He had not retained gate pass of that tanker. He had not stopped the tanker going out of the Terminal. Since its safety valve was leaking he commanded the driver to stop till Chief Terminal Manager reaches there. Driver has shown his gate pass to him. He did not retain the gate pass, though valve and fire safety equipment of the tanker were not in order. He had not detained that tanker, since he was having no power to detain it.

12. When facts testified by Shri B.K. Singla and M.L. Dham were closely perused, it came to light that the claimant has not been able to dispel events unfolded by them. Shri Singla projects that on 7-7-97 Raj Kumar was present for his duties at Shakur Basti Terminal. He had to

perform morning as well as evening shift duty that day. He recorded A+ B in the attendance register, which means that he performed morning as well as evening shift duty that day. At about 3.00 PM, he found Raj Kumar missing from his duty. He deleted + B from the attendance register, meaning thereby that Raj Kumar had not performed evening shift duty that day. He also recorded his comments in the attendance register, which were later on deleted by someone. In his testimony Raj Kumar projects that he had performed morning as well as evening shift duty that day and recorded A+ B in the attendance register. Therefore, facts projected by Shri Singla are affirmed through events unfolded by the claimant. It is evident that claimant recorded A + B in the attendance register as a token of the fact that he had performed morning as well as evening shift duty that day. Claimant has not been able to dislodge the facts presented by Shri Singla to the effect that he deleted +B from the attendance register and recorded his comments therein, which were later on deleted by someone. Claimant was the only beneficiary of deletion of the comments made by Shri Singla against him. None except the claimant was interested in deleting those remarks from the attendance register. Claimant has not been able to show that some one else would have deleted those remarks. When claimant projects that he performed his evening shift duty that day, these facts go to high-light that it was claimant and none else who deleted the remarks. Therefore, charge of deleting the remarks recorded by M.L. Dham and unauthorisedly recording +B in attendance register stood established against the claimant.

13. Shri Singla deposed that on 7-7-97 at about 3.00 PM driver of T.T.No HYS-3328 made a complaint against the claimant, alleging that he has taken away challan of his vehicle. He went to the gate of the Terminal and came to know that Raj Kumar had gone away out of the gate of the Terminal, alongwith challan of the vehicle. At about 5.15 P.M. Raj Kumar approached officer of Chief Terminal Manager alongwith union representative, namely, Gopal Kishan and Nandi Ram. He handed over challan of the vehicle alongwith a complaint to the Chief Terminal Manager. Chief Terminal Manager told him to check seal and fire fighting equipment of that vehicle. He went to check the vehicle and found seals and fire fighting equipment in order. Raj Kumar admits in one breath that he had ordered driver of the tanker to stop till Chief Terminal Manager reaches there, but in subsequent breath he deposed, that he had not asked the driver to stop his vehicle. According to him, the driver drove away his vehicle, despite the fact that safety valve of the vehicle was leaking. Out of incongruent facts projected by Raj Kumar it came to light that with a view to depose convenient facts he had fabricated a story to the effect that driver of tanker went out of the Terminal despite the fact that safety valve of his vehicle was leaking. His admission that he stopped the driver till Chief Terminal Manager was to reach there, gives confirmation to facts unfolded by Shri Singla. Shri Singla has projected a cogent story that driver of the tanker made complaint to him to the effect that Raj Kumar went out of

the Terminal alongwith his (driver's) gate pass. Shri Singla further presents that till 5.15 PM Raj Kumar was not present in the Terminal. He reached there alongwith two union representatives, which fact is suggestive that Raj Kumar reached there with a view to put pressure on his superiors. Out of facts projected by Shri Singla it stands established that Raj Kumar had taken away gate pass of tanker No HYS-3328 and went out of the Terminal. He was found missing from his seat and did not report for his duty till 5.15 PM. He had retained gate pass of the said tanker in an authorised manner, despite safety valve and fire fighting equipment were found to be in order. These facts are sufficient to conclude that charge of forcibly taking away gate pass of vehicle No. HYS-3328 stands established against the claimant.

14. Shri Dham portrays a picture that Raj Kumar misbehaved with him on 23-7-1997. Facts projected by this witness were not dislodged by the claimant either by way of his cross-examination or through his testimony. Out of facts unfolded by Shri Dham it has crept over the record that the claimant had abused him in the filthiest language, without any provocation. It stands established against the claimant that he abused his senior in an unparliamentary and unnarratable language. Charge to that effect stands established against the claimant.

15. What should be the appropriate punishment which can be awarded to the claimant? Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of section 11-A of the Industrial Disputes Act, 1947 (in short the Act) it was not open to the industrial adjudicator to vary the order of punishment on finding that the order of dismissal was too severe and did not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. Apex Court, in this connection, had, however, laid down in *Bengal Bhatdee Coal Company* [1963 (1) LLJ 291] that where order of punishment was shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

16. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever imposed in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company Labour* (1965(1)LLJ 462). Likewise in *Management of the Federation of Indian Chambers of Commerce and Industry* (1971(11)LLJ 630) the Apex Court ruled that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* (1996(1)LLJ 982) the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstance of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by any body against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstance would warrant dismissal from service. Each case has to be considered on its own facts"

17. In *B.M.Patil* (1996(11)LLJ 536), Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the disciplinary authority should not act like a robot and justice should be moulded with humanism and understanding. It was assess each case on its own merit and each set of fact should be decided with reference to the evidence recording the allegation, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

18. After insertion of Section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge of dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or

without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in *Sanatak Singh* (1984 Lab. I.C. 817). The discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in *Kacharji Motiji Parmar* (1994 (11)LLJ 332). Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11-A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

19. Power to set aside order of discharge or dismissal and grant relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspect, the Tribunal can upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in *Bhagirath Mal Rainwa* (1995(1)LLJ 960).

20. Abusing ones senior in an unparliamentary and unnarratable language, without any provocation amounts to misconduct subversive of discipline. Acts which tends to destroy discipline are such misconduct which would render an employee unworthy of employment. Behaviour, which is insulting and insubordinate to ones superiors causes grave concern not only to officer(s) but to the management too. Such behaviour destroy discipline and creates unhealthy atmosphere at the work place. An employee who commits acts subversive of discipline loses confidence of his superiors, since it evokes a reasonable apprehension of danger to the reputation and dignity of the superior, who is under an obligation to take duties from such an employee. Therefore such misconducts are grave for which a severe penalty is called for.

21. Claimant went away with the gate pass of tanker HYS-3328, despite the fact that the vehicle was adhering to the guidelines for fire fighting, safety of the vehicle and the material loaded therein. He went away and returned after about 2 hours. He detained the vehicle unnecessarily. His act is inherently base and shows depravity. While acting in such a manner the claimant had not shown loyalty and fidelity towards the management. His disloyalty emerge out of his grave misconduct.

22. He had deleted remarks recorded by his superior in the attendance register. He tried to project that he performed evening shift duty on 7th of July, 97, despite the fact that he was away from the Terminal for a considerable period. Deletion of remarks from the attendance register shows that he committed acts of forgery, with a view to present a false claim. Forgery by an employee in the records of the management, is a grave misconduct. Claimant committed grave misconducts, which make him unworthy of employment. Such an employee can not be retained in service. Hence issues are answered accordingly.

Relief.

23. Whether punishment of removal from services with retiral benefits can be ordered? The claimant joined services with the management in 1975 as a Khalasi. He was promoted to the position of operator in the year 1981. He was again promoted to the post of charge-man in 1991. Till October, 1998, he had rendered 23 years service with the management. Claimant admits that a charge sheet dated 5-10-95 was served upon him and he was suspended. During the enquiry conducted on that charge-sheet, the said charge-sheet was revoked on 7-12-95. Therefore, out of facts projected, it came to light in the past too claimant was charge-sheeted, but those charges were revoked subsequently. All these facts highlight that the claimant had not incurred any other penalty, except the one which was impugned by him before this Tribunal. Considering his service for 23 years and the fact that he has acquired a disability, (as observed by the Tribunal during the course of adjudication), I am of the considered view that punishment of removal from service with retiral benefits would meet the ends of justice. Therefore, I substitute punishment of removal from service with retiral benefits for punishment of dismissal, which punishment would relate back to the date when punishment was awarded to him by the management. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

DR. R. K. YADAV, Presiding Officer

DATED: 15-4-2010

नई दिल्ली, 26 अप्रैल, 2010

का.आ. 1334.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय विमानपत्तन प्राधिकरण के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय 2 दिल्ली के पंचाट

(संदर्भ संख्या 35/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-4-2010 को प्राप्त हुआ था।

[सं. एल-11011/9/97-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 26th April, 2010

S.O. 1334.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/1998) of the Central Government Industrial Tribunal-cum-Labour Court No.-II Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman which was received by the Central Government on 26-4-2010.

[No. L-11011/9/97-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.-II, DELHI

I. D. No. 35 / 1998

Dated 16-10-2010

In the matter of dispute between :

Smt. Prakash & Ors.

Through : The Secretary

New Delhi General Mazdoor Union

Gulmohar Park

New Delhi

...

... Workman

Versus

Airport Authority of India

New Delhi

...

... Management

AWARD

The Central Government, Ministry of Labour vide Order No. L-11011/9/97-IR (Misc) dated 29-1-1998 has referred the following industrial dispute to this Tribunal for adjudication:

“Whether the demand of Smt. Prakash and 34 others, Sweepers and Malis, (as per list enclosed) for reinstatement in service w.e.f. 1-1-96 and claiming wages for the month of December 1995 from the management is justified? If not, to what relief the concerned workmen are entitled?”

2. The statement of claim was filed by the workmen in the year 1998. Written statement to the same was filed by the management also, in the year 1998 and thereafter replication was filed by the workmen. However, for a very long period, none is present from the side of the workmen. In fact, ever since the case was transferred from CGIT-cum-LC-I to CGIT-cum-LC-II in February 2008, none has appeared from the side of the workmen. It is evident that the workmen are no longer interested in the outcome of this reference.

Under these circumstances, there is no way out except to pass a no-dispute award in this case. Accordingly, a no-dispute award is passed in this case and reference I.D. No. 35/1998 sent by the Central Government vide order No. L-11011/9/97-IR (Misc) dated 29-1-1998 stands disposed of accordingly. Parties will bear their own cost.

Dated : 16-02-2010

SATNAM SINGH, Presiding Officer

नई दिल्ली, 26, अप्रैल, 2010

का.आ. 1335.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विश्वेश्वराह आयरन एंव स्टील लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या 45/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-4-2010 को प्राप्त हुआ था।

[सं. एल-26011/1/2008-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 26th April, 2010

S.O. 1335.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2008) of the Central Government Industrial Tribunal-Labour Court Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SAIL, Vishweshwaraiah Iron and Steel Ltd. and their workman, which was received by the Central Government on 26-04-2010.

[No. L-26011/1/2008-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR-COURT BANGLORE-560022

Dated : 23rd March, 2010

PRESENT

Shri S. N. NAVALGUND

PRESIDING OFFICER

C.R.No. 45/2008

I PARTY

The President,
Vishweshwaraiah
Iron & Steel Ltd.,
Contract Employees
Union(R), Ghouse
Sab Lane, Old Town,
BHADRAVATHI-577301

II PARTY

The Executive Director
SAIL, Vishweshwaraiah
Iron & Steel Ltd.,
Bhadravathi,
BHADRAVATHI-
577301

AWARD

1. The Central Government being of the opinion that an industrial Dispute exists between the employers in relation to the management of SAIL, Vishweshwaraiah Iron & Steel Ltd., and their workmen in respect of the matters specified in the Schedule. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-26011/1/2008-IR (M) dated 5-5-2008.

SCHEDULE

"Whether the claim for compensation for the 1192 contract workers (As per list enclosed) by the Vishweshwaraiah Iron & Steel Limited VISL contract Employees Union against the management of Vishweshwaraiah Iron & Steel Limited, Bhadravathi is legal and justified? To what relief the workmen are entitled to?"

2. The Employer, Second Party challenged this reference before the Hon'ble Court of Karnataka in Writ Petition No. 4186/2009 and the Steel Authority of India in WP No. 13370/2008 (L-RES). The High Court on both the petitions passed a common order on 12-3-2009 wherein, it dismissed the Writ Petition No. 4186/2009 filed by the Union, whereas allowed the Writ Petition No. 13370/2008 filed by the management and ultimately quashed the order of reference dated 5-5-2008. Pursuant to issuance of the notice to both the parties to file their statement of demands, on 17-3-2010, the second Party appeared and filed a memo with the Xerox copy of the order passed in Writ Petition No. 4186/2009 and 13370/2008 (L-RES). On that day the Link Officer had no sitting, the case was called on today i.e. on 23-3-2010 and the Second party through its Senior Manager (Law) authorized by the second party filed a memo along with a certified copy of the order of High Court of Karnataka dated 12-03-2009 passed on Writ Petition No. 4186/2009 and WP No. 13370/2008 (L-RES). Since the first party in spite of the service of notice did not turn up and made any submission and it is taken in view of the order passed by the Hon'ble High Court quashing the reference, the first party has no interest to further proceeding in the matter. In view of the common order passed by the Hon'ble High Court on the Writ Petitions filed by the union and management quashing the reference made to this tribunal, the proceedings came to be closed. Hence the following award :

AWARD

The reference stands rejected in view of the quashing of the reference by the Hon'ble High Court of Karnataka in WP No. 4186/2009 & W.P. No. 13370/2008 (L-RES) by order dated 12-3-2009 and under the circumstances there is no order has to pass.

(Dictated to PA transcribed by her corrected and signed by me on 23-3-2010)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2010

का.अ. 1336.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोकार्बन कर्पोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में सम्बन्धित कर्मचारी औद्योगिक अधिकरण/श्रम न्यायालय चैन्नई के पंचाट (का.अ. संख्या 55/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार का 26-4-2010 को प्राप्त हुआ था।

[स. एल-30012/20/2007-आई आर (एन)]

कमल बाखरू, डेस्क अधिकारी

Chennai, the 26th April, 2010

का.अ. 1336.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2007) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corp. Ltd. and their workmen which was received by the Central Government on 26-4-2010.

[No. L-30012/20/2007-IR(M)]

KAMAL BAKHURU, Desk Officer

ANNEXURE

**BEFORE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM LABOUR COURT,
CHENNAI**

Monday, the 19th April, 2010

**Present: A. N. JANARDANAN,
Presiding Officer**

[No. 55/2007]

(In the matter of, the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Hindustan Petroleum Corporation Ltd. and their workmen)

BETWEEN

Shri P.V. Mohan
Petitioner/I party
Versus

M/s. Hindustan Petroleum Corp. Ltd : Respondent/II Party
Auto Care Centre
Rep. by Manager/ Shift Officer
625, Annasalai,
Chennai-600065

APPEARANCE:

For the Petitioner : M/s. S. Rajesh Ramnass

For the Management : M/s. King & Partridge

AWARD

The Central Government, Ministry of Labour vide its Order No. L-30012/20/2007-IR (M) dated 1-10-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether it is a fact that Shri P.V. Mohan worked in 3 units of HPCL viz. Auto Care Centre No. 625, Annasalai, Car Care agency at Teynampet and Auto Care at TVS as casual worker from 10-4-1999 to 19-8-2003 continuously and that his services were terminated without following the provisions of ID Act, 1947? If so, to what relief the workman is entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 55/2007 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement as the case may be.

3. An epitome of the case in the Claim Statement is as follows:

The petitioner had been a Casual Labourer under the Respondent continuously for 5 years without interruption from 10-4-1999 to 19-8-2003. He worked in 3 units viz. M/s. Auto Care Centre, No. 625, Annasalai, M/s. Car Care Agency at Teynampet and Auto Care Centre at TVS under direct control of the Respondent. He had been doing the job of servicing, fueling, cashier etc. given by Shift Officer in 4 shifts. In 2003, Mr. Ajit Kumar, a Shift Officer removed petitioner's name from the Shift List. He was informed of having been terminated from service on 2-10-2003. He was harassing the petitioner to join Amway unauthorizedly conducted by him. The oral termination in revenge for not joining Amway and complaining against him to the vigilance is to be set aside and he be given reinstatement with backwages and all benefits.

4. In the Counter Statement a summary of the case of the Respondent is as follows:

It is denied that the petitioner has been working continuously for 5 years. The petitioner is having training at Auto Care Centre wherein HPCL gives training to candidates to be engaged by the petrol filling station operated by agencies. The main function of Auto Care Centre is therefore not selling petrol but to provide training. The same centre has regular employees for imparting training and selling petrol. During overcrowding or absence of regular employees casual employees are engaged. The petitioner is such an employee. The petitioner was not employed anywhere else. He has not completed continuous service under Section 25A of the ID Act. The petitioner's attempt is to get employment by backdoor entry which is deprecated by the Supreme Court. The petitioner not having been employed question of discharge does not arise. Story of petitioner's removal by Ajit Kumar, an Officer of HPCL is concocted. The story of his refusal to pay Rs. 5,000 to join Amway is fabricated. The case of complaint to vigilance is also false. The claim is only to be dismissed.

5. Points for consideration are:

(i) Whether the petitioner worked as Casual Worker from 10-4-1999 to 19-8-2003 continuously?

(ii) Whether the petitioner's services were terminated without following the provisions of ID Act, 1947?

(iii) To what relief the concerned workman is entitled?

6. The evidence consists of the testimony of WW1 and Ex. W1 to Ex. W6 on the petitioner's side. On the Respondent's side MW1 was examined. No documents were marked on the Respondent's side. Another witness by name Ajit Kumar was examined as Court Witness who is CW1.

Points No. (i), (ii) & (iii)

7. Heard both sides and perused the documents and records. The learned counsel for the petitioner canvassed for the arguments that petitioner worked for more than 240 days in a period of one year but has been terminated without retrenchment compensation. Though in the Counter Statement it is admitted that the petitioner has worked intermittently the said period of work has not been stated so as to leave the matter in obscurity without any proof or sufficient pleading. When there are no documents or registers to show the engagement of casual labourers it is for the Respondent to produce documents and registers which they must have maintained to show such details but which have not been produced for the reason that they are not available which is unbecoming of a great institution like the Respondent/Management. Therefore, adverse inference is sought to be drawn against the Respondent. She also would contend that when a dispute is pending with the raising of a dispute all connected records and documents were to have been kept in preservation until the dispute is over. Though some vouchers are admitted to have been maintained they have not been produced. She relied on the decision of the Apex court in R.M. Yellati Vs. Asstt. Executive Engineer (2006-1-SCC-106) wherein it is held as follows "analyzing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and reading the aforesaid judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documents. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus, in most case, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere

affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. Before concluding, we would like to make observation with regard to cases concerning retrenchment/termination of services of daily-waged earners, particularly those who are appointed to work in Government Departments. Daily-waged earners are not regular employees. They are not given letters of appointments. They are not given letters of termination. They are not given any written document which they could produced as proof of receipt of wages. Their muster rolls are maintained in loose sheets. Even in case, where registers are maintained by the Government Departments, the officers/clerks making entries do not put their signatures. Even where signatures of clerks appears, the entries are not countersigned or certified by the appointment authorities. In such case, we are of the view that the State Governments should take steps to maintain proper records of the services rendered by the daily-wagers, that these records should be signed by the competent designated officers and that at the time of termination the designated officers concerned should give certificates of the number of days which the labourers/daily-wager has worked. This system will obviate litigations and pecuniary liability for the Government"

8. The contra arguments on behalf of the Respondent are that in a claim of having worked for a period of 240 days continuously in a period of 12 months and claim the benefit thereunder it is for the claimant/workman to plead such case definitely. This basic pleading is not there in the claim statement. Even otherwise his sworn testimony is also not supporting his case. In the box his case is that he does not know correctly for how many days he worked in an year thought his consistent is that he worked continuously for 5 years. Thought there was a petition to produce the documents by the Respondent at the instance of the petitioner the same has been dismissed for cogent reason, so to say that the petitioner has not proved as to the factum of any registers regarding causal engagement having been maintained and also as to they being available with the Management for being produced. The learned counsel would contend that no adverse inference can be drawn against the Management. He relied on the decision of the Apex Court in Ranap NAGARPALKA Vs. BABUJI G THAKOR AND OTHERS (2007-13-SCC-343) where it was held that in a case in which a benefit is claimed in view of 240 days continuous service onus of proof lies on the workman. He has to adduce evidence apart from examining himself to prove the factum of being in employment of the employer the Labour Court ought to have specifically recorded a finding as to the acceptability of the claim"

9. In this case the petitioner has failed even to plead or prove a concrete case of claim to show that he has been entitled to the status of a permanent employee in terms of Section -25B of the ID Act and thereby rendering his order of termination illegal and violative of Section-25F of the ID Act. Therefore, it is held that the petitioner has not worked

as casual worker from 10-4-1999 to 19-8-2003 continuously. His services were not to be terminated following the provisions of the ID Act as though he is a regular employee. He is not entitled to any relief.

10. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 19th April, 2010)

A. N. JAYAPOANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri P.V. Mohan

For the 2nd Party/Management : MW1, Smt. Subha Muthuraman

Court Witness : CW1, Sri K.R. Ajith Kumar

Documents Marked:-

On the Petitioner's side

Ex. No.	Date	Description
Ex. W1	-	Copy of Attendance Sheet of the year 2001, 2002 and 2003.
Ex. W2	1-12-2003	Complaint of the Petitioner to the Vigilance Department of the Respondent
Ex. W3	21-1-2004	Letter sent to the Petitioner by the Vigilance Department of the Respondent
Ex. W4	16-2-2004	Petition filed by the Petitioner before the Conciliation Officer
Ex. W5	27-8-2004	Letter sent by the Conciliation Officer to the Petitioner intimating the date of hearing

Ex. W6 24-7-2007 Conciliation failure report

On the Management's side

Ex. No. Date Description
-NIL-

नई दिल्ली, 10 अप्रैल, 2010

का.आ. 1337.—औद्योगिक विवाद अधिनियम, 1947 का 14) की धारा 17 के अन्वयेण, भारत सरकार अधिनियम, 1947 निगम लिमिटेड के प्रबंधक व. शिवदा, निवृत्तता और अन्य कार्यकारी के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में प्रत्येक सरकार औद्योगिक अधिकरण श्रम न्यायालय, अमरकोटम के माध्यम से प्रथम सत्र (12-2008) को प्रकाशित करती है, का औद्योगिक विवाद को 10-4-2010 का प्राप्त हुआ था।

(सूचक नं.-40012/2008-IR (DU))

सूचक नं. 12, 2008-IR (DU)

New Delhi, the 20th April, 2010

S.O. 1337.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 12-2008)

of the Central Government Industrial Tribunal-cum-Labour Court Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Ltd. and their workman, which was received by the Central Government on 26-04-2010.

[No. L-40012/2/2008-IR (DU)]

SRENDRA SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

PRESENT: SHRI P.L. NORBERT, B.A., LLB., Presiding Officer

(Wednesday the 7th day of April, 2010/17th Chythram, 1932)

I.D. 12/2008

Workman: Smt. Usha T.
Puthenvila House, Poruvazhy Village, Ambalathur Chyatham, P.O., Kunnathoor Taluk, Kollam (Kerala)

By Adv. Sri. Roshen D. Alexander

Management: 1. The Chief General Manager, Telecom, Bharat Sanchar Nigam Ltd. Kerala Circle, PMG Junction, Trivandrum.
2. The Divisional Engineer (T), Bharat Sanchar Nigam Ltd. Sasthamkotta P.O Kollam (Kerala).
By Adv. Shri C.S. Ramanathan.

This case coming up for hearing on 7-4-2010, this Tribunal -cum-Labour Court on the same day passed the following.

AWARD

This is a reference made under Section 10 (1)(d) of Industrial Disputes Act challenging the termination of service.

2. Though the parties entered appearance and filed claim statement and written statement, when the case was posted for evidence the worker and the counsel remained absent and did not get ready despite the order of 'no further time'. In the circumstances it has to be presumed that there is no existing dispute for adjudication.

In the result an award is passed finding that the action of the management in terminating the service of the worker Smt. T. Usha is legal and justified and she is not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 7th day of April, 2010.

P. L. NORBERT, Presiding Officer

Appendix - Nil

नई दिल्ली, 26 अप्रैल, 2010

का.आ. 1338.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार कोचिन रिफाइनरी इम्पलाईज कन्जुमर को. सोसाईटी लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इर्नाकुलम के पंचाट (संदर्भ संख्या 46/2006) को प्रकाशित करती है, जो केंद्रीय सरकार को 26-4-2010 को प्राप्त हुआ था।

[सं. एल-30011/48/2005-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 26th April, 2010

S.O. 1338.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2006) of the Central Government Industrial Tribunal/Labour Court Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cochin Refineries Employees Consumer Co-Op. Society Ltd., and their workman, which was received by the Central Government on 26-04-2010.

[No. L-30011/48/2005-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

**PRESENT: Shri P.L.Norbert, B.A., LL.B., Presiding
Officer**

(Tuesday the 30th day of March, 2010/9th Chythrām,
1932)

I.D. 46/2006

Union : The General Secretary
Cochin Refineries Employees Consumer
Co-operative Society Limited,
No. E-226, Canteen Employees Union
Ambalamughal, Cochin -682302
By Adv. Sri C. Anilkumar

Management: The President,
Cochin Refineries Employees Consumers
Co-operative Society Limited,
E-226, Ambalamughal,
Cochin -682302
By Advs. M/s. Menon & Pai.

This case coming up for hearing on 24-3-2010, this Tribunal-cum-Labour court on 30-3-2010 passed the following

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

"Whether the action of the Cochin Refineries Employees Consumer Co-operative Society in not revising correctly the pay scale of 25 employees with appropriate fitment is justified? If not, what relief the workmen are entitled?"

2. The facts of the case in brief are as follows:— On behalf of Cochin Refineries Limited a Consumer Co-operative Society formed by employees of Cochin Refineries Limited, is running a canteen. The employees' union has raised the dispute against the society. The grievance of the union is that while fixing the salary of 25 canteen employees in January, 2004 there was laches on the part of the management in properly and correctly fixing the pay and the benefits. Consequently the pay is less than the actual, the amount of VDA is less, the amount of CCA is reduced etc.

3. According to the management the canteen employees are bounded by the settlement dated 18-12-2003. The pay is fixed according to the revised scale mentioned in the settlement. While appointing the 25 canteen employees it was specified that their pay will be fixed according to the settlement to be signed in December, 2003. The settlement was made under Section 12(3) of I.D. Act and is binding on union and employees of canteen. As per the settlement the 25 employees are eligible only for the minimum of the revised scale of pay and they are not entitled for fitment benefits.

4. In view of the above pleadings the only point that arises for consideration is:

Whether the fixation of pay and allowances is proper and correct?

The evidence consists of the oral testimony of WWI and documentary evidence of Exts. W1 to 29 on the side of the union and Exts. M1 to M4 on the side of the management.

5. The point:—The union has questioned the correctness of fixation of pay and allowances of 25 employees of the canteen run by Consumer Co-operatives Society in Cochin Refineries Ltd., Ambalamughal. The 25 workmen were taken as trainees in November, 1999. Their training continued for 4 years. On 15-11-2003 they were appointed as probationary canteen boys. After one year they were confirmed in the post of canteen boy. On 18-12-2003 a new settlement was signed between management and the union in respect of the canteen employees which was effective from 6-11-1998 for a period of 10 years. However the revised pay was to take effect from January, 2004.

6. Exts. W-23 is the long term settlement dated 18-12-2003. Clause 8 relates to fixation of pay in the revised scale. For the purpose of fixation of pay employees in the canteen were categorised into 3 groups. The first group are the workmen who were on the rolls of the canteen as on 5-11-1998. Their pay is to be fixed as per fitment method

mentioned in Clause 8.1. The 2nd group are the workmen who had joined service in the canteen during 6-11-1998 to 31-8-2000. The method of fixation of pay is mentioned in Clause 8.2. The 3rd group are those who joined service on or after 1-9-2000 and their pay is to be fixed as per Clause 8.3. The 25 canteen boys in question had joined service on 15-11-2003 and falls within the 3rd group under Clause 8.3. It reads:

“Workmen who have joined for service in the canteen on or after 1-9-2000 are only eligible for the revised scale of pay and allowances and their pay will be fixed at the minimum of the revised scale of pay. They are not entitled for any fitment benefit provided in Clause Nos. 8.1 and 8.2”.

7. In view of Clause 8.3 the pay of 25 employees can be fixed only at the minimum of the revised scale of pay. They cannot claim fitment benefits mentioned in Clause 8.1 and 8.2. According to the union these workers were drawing at pre-revised scale of 1900 till 1-1-2004. As per Ext. W-23 settlement the consumer price index points up to 2010 has to be merged in the basic pay. By fixing the revised scale of pay at 3500 the value of points merged with the pre-revised scale of 1900, is only Rs. 1600. It's corresponding points are 800 only. Whereas the points to be merged at the time of fixing revised pay are 911, the value of which is Rs. 1822. Thus there is a difference of 222 in the basic pay in the revised scale. So also the value of index points above 2010 is to be calculated @ Rs. 2 per point. If so the VDA should have been Rs. 930/-. But the VDA given is only Rs. 809/-. There is a difference of Rs. 121 so far as DA is concerned. It is the contention of the union that the management had deliberately prolonged the training period to 4 years and included Clause 8.3 in Ext. W-23 settlement with a view to deny fitment benefits to the 25 canteen employees. It is to be noted that the union is a party to Ext. W-23 settlement reached under Section 12 (3) of ID Act which is binding on all as per S. 18(3). It is not open to the union or anyone of the employees including those who joined service after signing the settlement to question it. The terms of settlement can be varied only by another settlement. The workmen cannot claim fitment benefits in view of Clause 8.3 of the settlement. So also they cannot claim more basic pay than the minimum in view of Clause 8.3 Ext. W-12 (b) is pay slip of WW-1 for the month of January, 2004. Ext. W-13 series are similar pay slips of other employees.

8. It is pointed out by the learned counsel for the union that Ms. Bindu V.G. an employee of the canteen who had joined service in 2002, was given all fitment benefits while fixing her pay in the revised scale. Ext. W-14 (c) is her pay slip for the month of January, 2004. WW-1 has deposed (page 14) that Ms. Bindu had joined service on 1-6-2002 and her pay was fixed in the revised scale in January, 2004 at Rs. 5410 and DA at Rs. 1250. According to the union the 25 workmen alone are discriminated. Apparently there is

increase in the pay of Ms. Bindu from the minimum mentioned in Clause 8.3 of Ext. W-23 settlement. But she had completed one year of service by 1-6-2003 and was eligible for increment. It is not known what is the basis of fixation of pay at Rs. 5410 in the revised pay structure. At any rate the pay fixed in the revised scale in January, 2004 cannot be less than what she was already drawing. Unless the details of pay fixation in respect of Ms. Bindu are known it may not be proper to say whether the pay fixed is correct or not. Moreover she is not a party to the dispute. If there is anomaly in the pay of Ms. Bindu it is for the management to look into it and correct. But that cannot be a reason for the workmen in question to claim more pay than allowable under Clause 8.3 of the settlement.

In the result an award is passed finding that the action of the management in fixing the pay of 25 employees at the minimum of the revised scale of pay and denying fitment benefits, is legal and justified and the workmen are not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 30th day of March, 2010.

P.L.NORBERT, Presiding Officer

Appendix

Witness for the Union

WW1-M.T. Mahesh. Canteen Employee, CRECCS.

Witness for the management- Nil.

Exhibits for the Union

- W1 - Copy of the award in I.D.No. 17/2006.
- W2 - Copy of the paper publication in Malayala Manorama daily on 23-07-1999.
- W3 - Copy of the selection letter dated 30-9-1999 issued to Mahesh M.T.
- W4 - Copy of the appointment letter dated 19-11-1999 issued to Mahesh M.T.
- W5 - Copy of the extension letter dated 11-01-2001 issued to Mahesh M.T.
- W6 - Copy of the extension letter dated 21-11-2001 issued to Mahesh M.T.
- W7 - Copy of the extension letter dated 12-11-2002 issued to Mahesh M.T.
- W8 - Copy of the appointment order dated 27-11-2003 issued to Mahesh M.T.
- W9 - Copy of the letter dated 01-03-2004 submitted by 25 employees to management.
- W-10 - Copy of the letter dated 16-01-2005 submitted by 25 employees to management.

- W-11 - Copy of the letter submitted by 25 employees to the union.
- W-12 Series - Copy of the pay slips issued to Mahesh M.T. for November 2003, December 2003 and January 2004 (3 Nos.).
- W-13 Series - Copy of the pay slips issued to C.Sajeevan for October 2003, November 2003, December 2003 and January 2004 (4 Nos.).
- W-14 Series - Copy of the pay slips issued to Bindu V.G. for October 2003, November 2003, December 2003 and January 2004 (4 Nos.).
- W-15 - Copy of the long term settlement dated 18-11-1977.
- W-16 - Copy of the long term settlement dated 02-09-1987.
- W-17 - Copy of the long term settlement dated 23-07-1991.
- W-18 - Copy of the long term settlement dated 27-11-1977.
- W-19 - Copy of the office memorandum O.M.No.2 (50)/86-DPE(WC) dated 19-07-1995.
- W-20 - Copy of the office memorandum O.M.No.2 (50)/86-DPE(WC) dated 26-07-1995.
- W-21 - Copy of the circular dated 11-09-1995 issued by Ministry of Surface Transport Wage Revision Cell, Government of India.
- W-22 - Copy of the L.T.S. dated 09-08-2002 signed by CREA with BPCL-KRL.
- W-23 - Copy of the L.T.S. dated 18-12-2003 entered by the management and union.
- W-24 - Copy of the minutes of L.T.S. discussions held on 13-08-2003.
- W-25 - Copy of the minutes of L.T.S. discussions dated 27-11-2003.
- W-26 - Copy of the letter dated 13-09-2007 issued by the Department of Public Enterprises to Mahesh M.T., with enclosures.
- W-27 - Copy of the letter dated 20-10-2006 submitted by the union to ALC (Central).
- W-28 - Copy of the letter dated 30-10-2007 from BPCL management to Mahesh M.T.
- W-29 - Copy of the O.M.No.2(50)/86-DPE (WC)-GL XIII dated 21-01-2003.

Exhibits for the management

- M1 - Memorandum of Settlement dated 27-11-1997.
- M2 - Rates of DA paid to canteen workmen from January 1988 to 05-11-1998 as per L.T.S dated 27-11-1997 and the corresponding salary.

- M3 - Memorandum of Settlement dated 18-12-2003.
- M4 - Rates of DA paid to canteen workmen since 06-11-1998 as per L.T.S dated 18-12-2003 and the corresponding salary.

नई दिल्ली, 26 अप्रैल, 2010

का. आ. 1339.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैगनीज ओर (इंडिया) लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम-मंत्रालय, जबलपुर के पंचाट (संदर्भ संख्या 73/2001 तथा 75/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-4-2010 को प्राप्त हुआ था।

[सं. एल-29012/135/2000-आई आर(एम)]

[सं. एल-29012/137/2000-आई आर(एम)]

कमल बाखरु, डेस्क अधिकारी

New Delhi, the 26th April, 2010

S. O. 1339.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/2001 & 75/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the management of Magnese ore India Ltd. and their workman, which was received by the Central Government on 26-04-2010.

[No. L-29012/135/2000-IR(M)]

[No. L-29012/137/2000-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

PRESIDING OFFICER : SHRI MOHD. SHAKIR HASAN

No. CGIT/LC/R/73/2001

Shri Battulal, S/o Shri Lalsao,
Ex. Mazdoor of Bharveli Mine.

At & PO Bharveli,
Distt. Balaghat (MP)

Balaghat

....Workman/Union

Versus

The Chairman Cum-Managing Director,
M.O.I. Ltd.,
3, Mount Road Extension,
Nagpur (M.S.),
Nagpur

....Management

NO. CGIT/LC/R/75/2001

Shri Kewaldas, S/o Shri Garibdas,
Ex. Mazdoor of Bharveli Mine,
At & PO Bharveli,
Distt. Balaghat (MP)

Balaghat

....Workman/Union

Versus

The Chairman Cum-Managing Director,
M.O.I.Ltd.,
3, Mount Road Extension,
Nagpur (M.S)

....Management

AWARD

Passed on this 9th day of April 2010

1. (a.) The Government of India, Ministry of Labour vide its Notification No.L-29012/135/2000/IR(M) dated 30-3-2001 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the Dy. Manager (Production), Bharveli Mine of MOIL, P.O Bharveli, Distt. Balaghat (M.P.) in dismissing the services of Shri Battulal S/o Lalsao underground worker of Bharveli Mine of MOIL w.e.f. 10-12-83 is justified? If not, what relief the workman is entitled to?”

- (b) The Government of India, Ministry of Labour vide its Notification No.L-29012/137/2000/IR(M) dated 30-3-2001 has referred the following dispute for adjudication by this tribunal.—

“Whether the action of the Dy. Manager (Production), Bharveli Mine of MOIL, P.O Bharveli, Distt. Balaghat (M.P.) in dismissing the services of Shri Kewaldas, S/o Garibdas underground worker of Bharveli Mine of MOIL w.e.f. 18-1-84 is justified? If not, what relief the workman is entitled to?”

2. Both the references are taken up together for the sake of convenience as both are on a common subject matter.

3. In both the references, the workmen did not appear inspite of proper notice. Lastly the then Tribunal proceeded the references exparte against the workmen.

4. The non-applicant/management filed separate exparte written statements on similar facts in both the references. The case of the non-applicant, in short, is that one Shri Kankar Munjare formed an unrecognized Karantikari Mazdoor Mine Parishad to foothold amongst the workers employed at Balaghat Mine. He and Shri Kishan Bopche wanted to hold a meeting without permission of the Mine Manager. On 11-2-82 Shri Kishan Bopche took out a procession of the workers from the Mine to the residence of Shri Kankar Munjare and brought him to the Mine premises to hold an illegal meeting. Shri Kishan Bopche was accordingly chargesheeted by the Mine Manager under rules and on 27-6-82 the date was fixed for holding enquiry against Shri Kishan.

5. The further case is that on the said date, the large number of workers including these workmen assembled in front of the Mine Office. Against the said enquiry, Mine Manager and other officers were gheroad, abused and started throwing stones. SDM and police intervened. After

repeated warning, bursting of tear shell and lathi charge, the police was compelled to fire resulting in death of three persons. The workmen including these workmen were chargesheeted and on receipt of their unsatisfactory reply, a common departmental enquiry was initiated and Shri K.N.Tripathi the then Senior Industrial Relation Officer was appointed as Enquiry Officer who conducted the enquiry on different dates as the charges leveled against them were identical. The workmen participated in the enquiry and the opportunity was given to them to defend themselves who cross-examined the witnesses examined in the enquiry. The workmen also examined their defence witnesses and filed their documents. After completion of the enquiry, the Enquiry Officer found the charges against the workmen as proved and submitted his enquiry report before the Disciplinary Authority. The second show cause notices were served with proposed punishment of dismissal by the Disciplinary Authority. After considering the representation of the workmen on showcause, the Disciplinary Authority found the charges were proved and were of grave misconduct and therefore passed the order of dismissal separately.

6. Further it is stated that one Shri Sewak Ram was also chargesheeted for the same charges and the industrial dispute was raised vide case No. CGIT/LC/R/60/87 and this Tribunal passed the award date 27-7-03 holding the action of the management in dismissing the workman was just and proper. It is stated that being aggrieved by the order of dismissal, the workmen raised the industrial dispute before the appropriate Government but after considering the matter, the appropriate Govt. rejected vide order dated 2-11-84 to refer the dispute to the Tribunal. On these ground, it is submitted that these two references be answered in favour of the management.

7. Now the point for issue is as to whether the action of the management in dismissing the services of these workmen is justified and proper?

8. To prove the references, the management has adduced oral and documentary evidence. On persual of the documents of the enquiry proceedings it appears that the principle of natural justice was followed. The workmen had participated in the proceedings and they had availed the opportunity to defend themselves. The finding of the Enquiry Officers also appears to be not perverse rather the witnesses had supported and proved the charges against the workmen. Moreover there is no other evidence in rebuttal of the evidence of the management.

9. The management witness Shri Nitin Paguis is Sr. Manager (Personnel), MOIL. He was conversant with facts of the case. He has also supported the case of the management. His evidence is exparte and is unrebutted. There is no reasons to disbelieve his evidence. Thus it is established that the departmental proceeding appears to be legal and proper and the principle of natural justice was followed in holding the departmental enquiry.

10. Another point is as to whether the punishment imposed on these workmen was just and proper as the

proceedings is exparte. Considering the nature of proved charges, it is clear that the same were of grave misconduct jeopardizing the discipline and the industrial harmony in the Industry. I find that there is no need to interface in the order of the punishment.

11. It is not out of place to say that Exhibit M/10 shows that in another reference case regarding the same facts, which was numbered as CGIT/LC/R/60/87, this Tribunal had passed the award dated 27-7-03 justifying the action of the management.

12. Considering the above discussion, I find and hold that the action of the management is justified in dismissing these workmen. Accordingly these reference are answered.

13. In the result, the award is passed without any order to costs.

14. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 26 अप्रैल, 2010

का.आ. 1340.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचिन रिफाइनरी इम्प्लाइज केन्टीन को. सोसाइटी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इनाकुलम के पंचाट (संदर्भ संख्या 24/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-4-2010 को प्राप्त हुआ था।

[सं. एल-30011/37/2007-आईआर (एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 26th April, 2010

S.O. 1340.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2007) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cochin Refineries Emp. Canteen Co-op. Society and their workman, which was received by the Central Government on 26-04-2010.

[No. L-30011/37/2007-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,

ERNAKULAM

Present: Shri P.L.Norbert, B.A., LL.B., Presiding
Officer

(Tuesday the 30th day of March, 2010/9th Chythram,
1932)

I.D. 24/2007

Union : The General Secretary
Cochin Refinery Employees Canteen
Co-operative Society,
Canteen Employees Union
Ambalamughal, (Kerala)-682302
By Adv. Sri C. Anilkumar
Versus

Management: The President,
Cochin Refinery Employees canteen
Co-operative Society,
Ambalamughal,
(Kerala)-682302

By Advs. M/s. Menon & Pai.

This case coming up for hearing on 24-3-2010, this Tribunal-cum-Labour Court on 30-3-2010 passed the following:

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is:

“Whether the action of the management of Kochi Refinery Employees Canteen Co-operative Society in fixing the VDA payable to 25 employees at a rate less than Rs.2 per point at the rate of Rs.809 instead of Rs.930 and thereby causing a financial loss of Rs.121 per month to these 25 employees is fair and just? If not, what relief are they entitled to?”

2. The facts of the case in brief are as follows:—

The Cochin Refinery Employees' Consumer Co-operative Society (CRECCS) Canteen Employees' Union has come up with the dispute on behalf of 25 canteen employees. The management is Cochin Refinery Employees Canteen Co-operative Society. The society is running a canteen on behalf of Cochin Refineries Ltd. which is now amalgamated with Bharat Petroleum Corporation Ltd., known as BPCL. The 25 canteen employees were appointed as canteen boys in November 2003. They are governed by long term settlement dated 18-12-2003 which is a settlement between society and the union representing canteen employees. The dispute centres round fixation of variable dearness allowances (VDA). According to the union as per the settlement the employees are eligible for VDA calculated @ minimum rate of Rs. 2 per consumer price index point. Their grievance is that the management has calculated VDA at a lower rate of Rs. 1.72 per point and as a result the employees are put to monetary loss every month. A minimum value is fixed by the government which the management cannot overlook. But the management contends that the system followed so far based on industrial dearness allowance (IDA) is given a go-by and a new DA system is introduced in the settlement of 2003, as per which VDA is calculated on a percentage basis and no minimum rate is fixed. The union cannot question the settlement. There is no violation of the provisions of the settlement.

Only a few of the canteen employees have come up with a dispute regarding VDA.

3. In the light of the above contentions the only point that arises for consideration is :

Whether the 25 canteen employees are entitled to get VDA calculated at a minimum rate of Rs.2 per consumer price index point?

The evidence consists of the oral testimony of WW 1 and documentary evidence of Exts.W1 to 36 on the side of the union and MW1 and Ext.M1 on the side of the management

4. The point :- 25 canteen employees who were appointed on 15-11-2003 in the canteen as canteen boys on probation have come up with a claim for getting the VDA refixed for the period from January 2004 onwards. Ext.W-27 settlement dated 18-12-2003 governs the service conditions of employees. It is a settlement between the management society and the union. The prior settlements are Exts. W-17, 18, 19 and 20, Clause 1(b) of Ext.W-17 settlement dt. 18-11-1977 deals with DA.

“ Dearness Allowance for all workmen in each of the above grades will be as follows : -

Dearness allowance will be linked to All India Consumer Price Index Simla Series (1960 = 100) and will be calculated on and from 1-11-1977 at the rate of Rs.1.30 per point for the excess of the CPI average of over 200 points. This will be calculated quarterly as given below :

Average of the quarter	For the quarter beginning
October to December} of Preceding year }	- 1st of April.
January to March	- 1st of July.
April to June	- 1st of October
July to September	- 1st of January of succeeding year”.

The next settlement is Ext.W-18 dated 02-09-1987. Clause 4.2 relates VDA. It reads:

“4.2 Variable D.A.

In addition to fixed D.A., all canteen workmen will be eligible for variable D.A. as follows:

- (a) Variable D.A. will be increased/decreased for the excess of AICPI 200 points upto 492 points (Simla series 1960 = 100) } Rs.1.30 per point shift in AICPI
- (b) Variable D.A. will be increased/decrease beyond 492 points AICPI } Rs.1.65 per point shift in AICPI”.

Ext.W-19 settlement dated 05-11-1993 the provision regarding VDA is contained in Clause 4.2

“4.2 Variable DA

In addition to fixed DA all canteen Workmen will also be eligible for variable DA as follows:

Variable D.A. will be increased/decreased for the excess of AICPI-200 points (Simla serie 1960=100) } Rs.1.65 per point shift in AICPI

Ext.W-20 settlement dated 05-11-1998 Clause 4.2 pertains to VDA

“Variable Dearness Allowance (VDA) for cost of living index upto 1099 points has been merged into the basic pay structure and the VDA payable to workmen effective from 6-11-1993 will be as follows:

(a) VDA for cost of living index up to 1099 points (AICPI 1960 = 100) - Nil

(b) VDA for cost of living index above 1099 points will be according to the rates of industrial DA announced by Government of India from time to time and will be regulated as per details in Annexure I.

(c) All other terms and conditions determining industrial DA payable to workmen shall continue to apply except to the extent as modified above”.

Ext.W-27 dated 18-12-2003 is the relevant settlement concerning the dispute and the Clause relating to VDA is 12.

“12. VARIABLE DA RATES

12.1 The VDA for cost of living index up to AICPIN 2010 (AICPIN 1960 = 100) will be fully merged into the new basic structure w.e.f. 06-11-1998.

12.2 In replacement of the existing rate of VDA, a new VDA scheme providing for 100% neutralization of VDA will be made effective from 06-11-98.

12.3 The VDA payable for rise in cost of living index beyond AICPIN 2010 (AICPIN 1960 = 100) will be as under:

- a. Up to 2010 points NIL.
- b. For cost of living index above 2010 points will be payable on a quarterly average as per the rates announced by the Central Government from time to time and the payment for the quarters will be regulated as per the AICPI monthly index given below:

January to March	September to November of previous year.
April to June	December of previous year, January and February of that year.
July to September	March to May of that year.
October to December	June to August of that year.

- c. The amount of VDA payable will be calculated as a percentage of basic salary.

The percentage increase/decrease is to be taken up to one decimal point.

- d. In arriving at the VDA to be paid, 50 paise and above will be rounded off to the next higher rupee and less than 50 paise to the immediate lower rupee.
- e. All other terms and conditions determining industrial DA payable to workmen shall continue to apply except to the extent as modified above".

5. It can be seen from Ext. W-27 that compared to prior settlements there is a change in Ext. W-27 settlement regarding calculation of VDA. While all the other settlements refer to a minimum per point value, Ext. W-27 refers to percentage of basic salary only for the purpose of calculating VDA. No minimum value per point is specified in Clause 12.3 of Ext. W-27. As per Clause 12.1, 2010 index points, (All India Consumer Price Index, for short AICPI) is to be merged in the basic pay. Therefore upto 2010 points VDA is nil. Clause 12.3 (b) says that for the points above 2010, VDA is to be calculated on the basis of quarterly average of points. Clause 12.3 (c) says that the amount of VDA payable will be calculated as a percentage of basic salary. No minimum amount of VDA is mentioned anywhere in Clause-12 of Ext. W-27 settlement. No doubt Clause 12.3(b) says that the VDA payable for cost of living index above 2010 points will be calculated on a quarterly average as per the rates announced by the Central Government from time to time. The union has not produced the Government order with regard to industrial dearness allowance applicable to public sector undertaking (PSUs). The documents relied on by the union will not help them. Ext. W-31 dated 23-07-2007 is the information furnished under right to Information Act by the Ministry of Heavy Industries to union stating that IDA applicable to the unionized employees on different pay ranges is not available. However the AICPI (Simla series) for the month of December, 2003 and January, 2004 indicated in O.M. dt. 15-04-2004 is enclosed. In the enclosure DA applicable to Executives holding Board level post and executives of public sector Enterprises alone are given. Ext. W-34 is a similar DA order of a different date. Ext. W-33 is information obtained by union, under Right to Information Act and it relates to VDA of employees of BPCL as in 2007. The canteen employees are society employees and they are not employees of BPCL. It is not admitted by management that VDA applicable to employees of BPCL is also applicable to canteen employees. The Government order relating to IDA of employees of PSUs relating to the period 2003 and 2004 are not produced by the union. In the previous settlement (Ext. W-20) it was specified that VDA above the merged points will be according to the rates of industrial DA announced by Government of India from time to time and will be regulated as per details in annexure-I. There a minimum amount of DA is mentioned. In prior settlements,

Ext. W-17 to 19 the value per point was specifically mentioned. But in Ext. W-27 there is a deviation from the earlier method of calculation of VDA by switching over to percentage of basic salary. Hence the union can no more say that the employees are entitled for a minimum value per point.

6. Ext. W-14 series are the wage slips of WWI. Ext. W-14(b) is the wage slip of the month of January, 2004. The DA given for that month is Rs.809/-. According to the union, WWI was entitled to get Rs.930/- for the month of January, 2004. As per Clause 12.3(b) of Ext. W-27 the quarterly average of index points for the quarter January to March, 2004 is the index points of September to November of the previous year (2003). As per Ext. W-33 the points for the quarter September to November 2003 is 7425. $(2460 + 2480 + 2485)$. The average of the quarter is Rs.2475/-. Out of its VDA for 2010 points is 'nil'. The remaining points are 465. The percentage of basic salary would be $\frac{465 \times 100}{2010} = 23.13\%$. The VDA therefore is Rs.809.55. Ext. W-14(b) D.A. paid to WWI for January, 2004 is Rs.809/- It is the actual amount calculated on the basis of Clause 12.3(c) of Ext. W-27. The union is claiming Rs. 930/- as DA calculated @ Rs.2 per point for 465 points $(465 \times 2 = 930)$. Since there is no minimum for VDA as per Ext. W-27 settlement the union cannot claim VDA calculated on minimum value per point. Clause 12.3 of the settlement is binding on all canteen employees including the claimants in this case. The terms of the settlement can be varied only by another settlement.

In the result an award is passed finding that the action of the management in fixing VDA at a rate less than Rs.2 per point is legal and justified and the employees are not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 30th day of March, 2010.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Union

WWI - M.T. Mahesh, Employee, CRECCS.

Witness for the management

MW1 - Arun Kumar Das, Senior Manager (Fire & Safety).

Exhibts for the Union

- W1 - Copy of the award in I.D.No.17/2006.
- W2 - Copy of the paper publication in Malayala Manorama daily on 23-07-1999.
- W3 - Copy of the letter dated 30-9-1999 issued to Mahesh M.T. Calling for test.

- W4 - Copy of appointment letter dated 19-11-1999 issued to Mahesh M.T. appointing him as canteen trainee.
- W5 - Copy of the extension letter dated 11-01-2001 issued to Mahesh M.T.
- W6 - Copy of the extension letter dated 21-11-2001 issued to Mahesh M.T.
- W7 - Copy of the extension letter dated 12-11-2002 issued to Mahesh M.T.
- W8 - Copy of the appointment order dated 27-11-2003 issued to Mahesh M.T. appointing him as canteen boy.
- W9 - Copy of representation dated 01-03-2004 submitted by 25 employees to management.
- W-10 - Copy of representation dated 16-01-2005 submitted by 25 employees to the management.
- W-11 - Copy of representation dated 14-03-2005 submitted by 25 employees to the union.
- W-12 - Copy of the representation dated 02-09-2005 submitted by union to the management.
- W-13 - Compliant dt. 21-11-2005 submitted by union to ALC (Central).
- W-14 - Copies of the pay slips issued to Mahesh M.T.
- W-15 - Copies of the pay slips issued to C. Sajeevan
- W-16 - Copies of the pay slips issued to Bindu V.G..
- W-17 - Copy of the long term settlement dated 18-11-1977.
- W-18 - Copy of the long term settlement dated 02-09-1987.
- W-19 - Copy of the long term settlement dated 23-07-1991.
- W-20 - Copy of the long term settlement dated 27-11-1997.
- W-21 - Copy of O.M. dt. 19-07-1995.
- W-22 - Copy of O.M. dt. 26-07-1995.
- W-23 - Copy of letter from Ministry of Surface Transport dt. 11-09-1995 to All Major Port Trusts.
- W-24 - Copy of circular dt. 07-07-1997 issued by Mumbai Port Trust Accounts Department regarding DA payable to employees.
- W-25 - Copy of letter of Kochi Refinery Ltd. to Union dt. 28-8-2000 forwarding O.M. dt. 26-7-2000 of Ministry of Heavy Industries & Public Enterprises.

- W-26 - Copy of the LTS dated 09-08-2002.
- W-27 - Copy of the LTS dated 18-12-2003.
- W-28 - Minutes of discussion held on 27-11-2003 by Management and Union.
- W-29 - Minutes of discussion held on 13-08-2003.
- W-30 - Information furnished under RTI Act to Sri. Mahesh M.T. on 14-09-2007.
- W-31 - Information furnished under RTI Act to Sri. Mahesh M.T. on 23-07-2007.
- W-32 - Complaint dt. 20-10-2006 of union to ALC (Central).
- W-33 - Information furnished under RTI Act to Mahesh M.T. on 30-10-2007.
- W-34 - D.A. Order dated 21-01-2003.
- W-35 - Information furnished under RTI Act to Mahesh M.T. on 23-07-2007.
- W-36 - Office Memorandum dated 15-04-2004 of Ministry of Heavy Industries & Public Enterprises, New Delhi.

Exhibits for the management

- M1 - LTS dated 18-12-2003.

नई दिल्ली, 26 अप्रैल, 2010

का.आ. 1341.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. आई. एस. सी. ओ. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, असनसोल के पंचाट (संदर्भ संख्या 97/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-4-2010 को प्राप्त हुआ था।

[सं. एल-22015/1/2000-आईआर (सी एम II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 26th April, 2010

S.O. 1341.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 97/2000) of the Central Government Industrial Tribunal/Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IISCO and their workman, which was received by the Central Government on 26-04-2010.

[No. L-22015/1/2000-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL

Reference
Application No. 97/ITC/2000
Complaint

Employer (s)/Workmen
 Applicant (s)/Complainant (s)

Vs.

Employer (s) / Workmen
 Opposite Parties

ORDER SHEET

Serial No.	Date of Order	Order with Signature of the Presiding Officer	Office action taken with date/parties' Representatives Signature
1	2	3	4
53.	16-3-10	<p>The order relates to the petition dt. 27-11-2001 filed by the Employer i.e. the Director Medical Service IISCO, Burnpur, Distt. Burdwan (W.B.) praying for hearing on the point of jurisdiction as on preliminary issue as according to them the Appropriate Government in the case for purpose of Sec. 2(a) of the Industrial Disputes Act 14 of 1947 is the State Government of West Bengal and not the Central Government. No written Objection or Counter has been filed by the other side aware of it and actively participating in the proceeding. The delay in disposal of the application can be attributed to various reasons including the post of P.O. lying vacant for considerable period, parties seeking adjournment etc.. At any rate the application has been heard finally on 10-3-2010 at length in presence of the learned counsels, Sri N. Ganguly and Sri P. K. Das representing the Employer and the workman respectively. The contention of the Employer on points of jurisdiction of the Tribunal has been averred in the written statement (at Paragraph-4).</p> <p>It has been asserted that the Employer Indian Iron and steel Co. Ltd., is a subsidiary company under steel Authority of India Ltd., having running the establishment at burnpur within the State of West Bengal. That apart the Central Government by notification dt. 3-7-1998, U/s. 34 of the I.D. Act, has delegated its power to the State Government in respect of Central Public Sector Undertakings and their subsidiaries etc. As such it is urged that the State Government and not the Central Government is the appropriate Government for purpose of Section 2(a) of the I.D. Act and consequently the Central Government Industrial Tribunal has no jurisdiction the dispute between the Parties. To bolster their stand, the reported decision of the Hon'ble Supreme Court in the Case of Steel Authority of India Ltd. and others vrs. National Union Water Front Workers and others etc. AIR 2001 (S.C.)3527 and the copy of the concerned Gazette Notification of Government of India dt. 31-7-1998 have been filed.</p> <p>On a careful reading of the reported decision at para 122, the determination on the question on appropriate Government for purpose of Sec. 2 and of the I.D. Act before 28-1-1987 and in view of definition thereafter has been settled. The Employer (IISCO) is found to be a subsidiary of the Steel Authority of India, a Public Undertaking and is not being carried on by or under the authority of the Central Government nor a specified Controlled Industry. In view of the Gazette Notification dt. 3-7-1998 of Government India (CS.0556CE) no persistent of doubt exists to hold that the State Government of West Bengal is the Appropriate Government. As such reference not being made by the Appropriate Government. The adjudicate the Tribunal has no jurisdiction adjudicate the industrial dispute referred by the Central Government. Hence, the matter is disposed of accordingly. The copies be sent to Government for intimation and for taking up necessary action. Pronounced in presence of both the parties.</p>	

Presiding Officer

नई दिल्ली, 26 अप्रैल, 2010

का.आ. 1342.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, गोदावरीखानी के पंचाट (संदर्भ संख्या 60/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-4-2010 को प्राप्त हुआ था।

[सं. एल-22013/1/2010-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 26th April, 2010

S.O. 1342.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Godavarikhani (ID No.60/2006) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Singareni Collieries Company Ltd., and their workman, which was received by the Central Government on 26-4-2010.

[No. L-22013/1/2010-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, GODAVARIKHANI

PRESENT: Sri B. RADHA KRISHNAIAH, B.A., B.L.,
Judge, Family Court-cum-Addl. District Judge,

KARIMNAGAR

1 AC CHAIRMAN-CUM-PRESIDING OFFICER,
LABOUR COURT, GODAVARIKHANI.

Wednesday, this the 31st day of March, 2010

INDUSTRIAL DISPUTE NO. 60 of 2006

BETWEEN:

Bade Ravinder, S/o Peddulu, Aged: About 32 years, Ex-Badli Filler, E.C.No.0982082, C/o Qr. No.ST2-317, Bus Stand Colony, P.O. Godavarikhani-505 209, District : Karimnagar (A.P.)

....Petitioner/Workman

AND

- (1) The Superintendent of Mines, GDK No. 5 Incline, S.C. Co. Ltd., District: Karimnagar (A.P.)
- (2) The Chief General Manager, S.C. Co. Ltd., Ramagundam Area-I, Godavarikhani, Dist : Karimnagar.
- (3) The Chairman & Managing Director, S.C.Co. Ltd., Kothagudem, Distt : Khammam.

... Respondents/Management

This Industrial Dispute is coming on before me on 12-3-2010 for final hearing, upon perusing the claim petition, counter and other material papers on record and upon hearing the arguments of Sri B. Amarender Rao, advocate for the petitioner and Sri D.Krishnamurthy, Standing Counsel for the respondents, and the matter having stood over before me for consideration till this day, the Court passed the following:

AWARD

(1) This is a petition filed by the petitioner who is Ex-Badli Filler, E.C.No. 0982082 of Singareni Collieries Company U/s 2-A(2) of Industrial Disputes Act, 1947.

(2) The case of the petitioner is that he was appointed as Badli Filler in the respondents company by its order dated 28-8-1994. He was appointed on compassionate grounds when his father voluntarily retired from Service on health grounds. From 1994 till early part of 2000, the petitioner worked continuously under the respondents company as a Badli Filler. He was paid piece rate wages whenever he was given work in the absence of regular fillers of Gdk-5 Incline. On account of the pollution in the work place and hazardous condition, the petitioner suffered from chronic ill-health since 1998. He got kidney pain and severe fever. On account of his ill-health, the petitioner was forced to take periodical treatment in the company hospital and also at Government Hospital, Karimnagar. Ultimately, the fever resulted in the chronic jaundice. The petitioner took prolonged treatment in Sujatha Nursing Home, Karimnagar from November, 1999 to 31-7-2000 and he was discharged from the hospital on 1-8-2000 and he reported before the first respondent along with medical certificate. Though he reported for duty from 1-8-2000 till 7-8-2000, he was not allowed to join duty and he was permitted to join on 8-8-2000. The petitioner worked till March 2001. Again from 4-3-2001 to 21-6-2001, the petitioner's health further deteriorated and he took continuous treatment in Government Head Quarters Hospital, Karimnagar and for that reason, he could not attend to his duties as Badli Filler regularly. He became fit on 22-6-2001 and he was referred to Area Hospital, Ramagundam-I vide later date 24-6-2001. Later, the first respondent issued charge sheet on 27-2-2001 to the petitioner alleging "standing order Nos. 25(25) absence from duty for the year 2000 without sufficient cause". The said allegation is false and incorrect. The Petitioner had already submitted medical certificate from the period November 1999 to 31-7-2000 to the first respondent and he was also allowed to work as Badli Filler from 8-8-2000 till March 2001. From his absence from 4-3-2001 to 21-6-2001 also on account of his illness, the petitioner also submitted medical certificate and then he was referred to Singareni Collieries Company Limited Area Hospital on 24-6-2001. When the respondents have accepted his medical certificate for his absence from November 1999 to 31-7-2000 and

allowed the petitioner to join duty, then the respondents are estopped from framing any charges. The absence of the petitioner cannot be termed as misconduct on his part. On account of his ill-health, bodily pains and personal problems only, the petitioner could not discharge his duties as Badli Filler and he could not get more than 100 musters. The respondents authorities also knew very well about the serious ill-health of the petitioner and the treatment taken by him.

The petitioner appeared before the Enquiry Officer on 14-5-2001, but no enquiry was conducted. He also appeared before the Enquiry Officer on 11-6-2001 and lastly on 24-6-2001. The petitioner was asked to sign on a letter stating enquiry was completed. Even as per the record, a farce of ex parte enquiry was conducted on 25-6-2001, but no opportunity was given to the petitioner to defend his case. When the petitioner appeared before the Enquiry Officer, his signatures were taken on the notices by fixing another date of the respondents company prevented the petitioner to participate in the enquiry. The findings of the Enquiry Officer are perverse and biased. There is no cogent evidence before the Enquiry Officer to hold that petitioner was guilty of misconduct. Therefore, the Hon'ble Court may be pleased to declare the domestic enquiry conducted by the respondents company as invalid. The petitioner served the respondents company for more than eight years and instead of protecting the petitioner as he suffered from severe ill-health, the second respondent illegally dismissed the petitioner from service with effect from 30-12-2001 by issuing proceedings No. RG1/per/G/32A/8136, dated 25-12-2001 without issuing any show cause notice to the petitioner. The second respondent imposed Capital punishment of dismissal from service on the petitioner. Before imposing capital punishment of dismissal from service, the issuing of show cause notice is mandatory which is not followed by the second respondent company. The respondents ought to have given family counseling to the petitioner giving 3 to 6 months observation period. The same was not done. The punishment given to the petitioner is shockingly disproportionate when compared with gravity of the alleged absence from duty by the petitioner. After receiving letter dated 12-4-2005, the petitioner appeared before the High Power Committee on 21-4-2005 at Head Office, Kothagudem, but he was not given any reinstatement orders. Therefore, the petitioner has approached this Court and filed this petition praying the Court to set aside the dismissal order, date 25-12-2001 passed by the second respondent company against the petitioner and direct the respondents company to restate the petitioner into service with continuity of service giving all other consequential attendant benefits and back wages.

(3) The second respondent filed the Counter which is adopted by first respondent and third respondent opposing the petition on the following grounds :—

The maintainability of the petition may be decided as a preliminary issue before proceeding with the trial. The

petitioner has failed to exhaust the conciliation procedure as laid down in the Industrial Dispute Act and he filed the present petition before this Hon'ble Tribunal U/s 2-A (2) of Industrial Disputes Act 1947 as amended by A.P. Amendment Act 1987 (Act 32 of 1987). As the appropriate Government for coal mining industry is the Central Government, the State Amendment Act is not application to the respondents company and the petition filed by the petitioner is not maintainable under law is liable to be dismissed in limine.

It is true the petitioner was dismissed from service by the respondents company with effect from 30-12-2001 vide order dated 25-12-2001. The allegation that at the time of dismissal, the petitioner was drawn wages of Rs.8,500 per month is denied. Without availing appropriate remedy under the provisions of Industrial Disputes Act 1947, the belated approach of the petitioner to this Tribunal after lapse of five years is not correct. It is true on 1-9-1994, the petitioner was appointed as Badli Filler and posted to work at GDK-5 Incline as a dependent of his father who retired on voluntary retirement scheme on medical grounds. The other allegation that he was discharging his duties to the utmost satisfaction of his superiors without any kind of remarks is denied. The petitioner has remained absent on number of days from duty without leave or without sufficient cause and put in only 25 musters during the calendar year 2000 and he was issued charge sheet dated 27-2-2001 under Company's Standing Order No. 25 (25) which reads as "habitual late attendance or habitual absence from duty without sufficient cause".

Regarding ill-health of the petitioner, the respondents company is maintaining hospitals with qualified Medical Practitioners, and the respondents have rules and regulations to refer the cases of complicated diseases to the outside Hospitals like Osmania General Hospital, Gandhi Hospital and Nizam Institute of Medical Sciences at Hyderabad and the charges were also borne by the respondents company. The petitioner is fully aware of the same, but he did not avail the facilities. If really he fell sick, he should have obtained permission from the competent authority and report at Company's Hospital for further treatment and sick leave, but he never informed his superiors about his ill-health prior to leaving the station at any point of time and this conduct on the part of the petitioner constitute a misconduct under the Company's Standing Order No.25 (25).

The charge sheet dated 27-2-2001 was sent to the petitioner by register post with acknowledgment due to the local address of the petitioner and he received the same on 1-3-2001, but he did not choose to submit his explanation. The averment of the petitioner that he appeared before the Enquiry Officer on 14-5-2001 and also on 11-6-2001 are totally false. The allegation that on 24-6-2001, the petitioner was asked to sign on a letter stating enquiry was completed is also not true.

The petitioner was issued enquiry notice dated 2-5-2001 advising him to attend the enquiry on 14-5-2001 along with his witnesses if any to defend his case in the enquiry, but he did not attend the enquiry on 14-5-2001. Again one more enquiry notice dated 8-6-2001 was sent to the petitioner asking him to attend the enquiry on 20-6-2001. He received the notice and acknowledged the same, but he did not attend the enquiry conducted on 20-6-2001. Again another notice dated 24-6-2001 was issued to the petitioner asking him to attend the enquiry on 25-6-2001. He also received the said notice. The Management witnesses were present, but the petitioner was absent. As the petitioner was continuously absent thrice before commencement of the enquiry finally on 25-6-2001 when the witnesses of the Management were present, the enquiry was conducted in the absence of the petitioner. The Management witnesses produced 12 months man way/ Form 'C' registers for the year 2000 pertaining to the petitioner as evidence to show that the petitioner was absent from duty on the dates of absents as indicated in the charge sheet and the Management also produced 12 monthly pay sheet for the year 2000 pertaining to the petitioner and after verifying those records, the Enquiry Officer found that the petitioner was marked absent as mentioned in the charge sheet. The Management witnesses produced Form-H register of the year 2001 before the Enquiry Officer, which showed the petitioner had put only 25 musters during the year 2000. As the petitioner has failed to appear before the Enquiry Officer. It was presumed that he did not have anything to produce on his behalf during the enquiry. The enquiry was conducted in accordance with the principal of natural justice. The petitioner was given three opportunities to attend the enquiry to defend the case, but he did not avail the opportunities. Therefore, this Hon'ble Court may decide validity of the domestic enquiry as a preliminary issue. The show-cause notice dated 17-10-2001 was issued on the petitioner along with copies of the enquiry proceedings and report giving one more opportunity to make a representation. As he did not attend for duty, it was sent to his home address through register post and the same was acknowledged by the petitioner on 25-10-2001. the petitioner did not submit any report. In 1998, the petitioner got 117 musters, in 1999, the petitioner got 105 musters, in 2000 (charge sheeted year), he got 25 musters and in 2001 upto October, he got 8 musters. There was no improvement in the performance of the petitioner as far as his attendance was concerned. He did not submit any representation to the show cause notice. In the said circumstances, the second respondent was constrained to dismiss the petitioner from service with effect 30-12-2001 vide order dated 25-12-2001.

With regard to the review of the dismissal cases, there was a memorandum of settlement arrived at between the Management of Singareni Collieries Company Limited and their workman represented by the Singareni Coal Mines

Labour Union (INTUC), the recognized union, before the Labour commissioner (Center, Hyderabad) in the matter of 11 unresolved and important issues projected by the union vide its representation dated 5-7-2004 at Hyderabad on 20-8-2004. The relevant portion of item No. 4 is reproduced hereunder :—

“As one time measure, all the dismissed workman from 1-1-2000 on account of absenteeism should be reviewed and an opportunity is to be provided to them to rectify their mistake and work with improved efficiency”.

The union has requested that all those workman who were dismissed from absenteeism should be given one more opportunity by way of reinstatement into Company's service.

The Management has stated that disciplinary action was taken against the chronic absentees in accordance with the procedure laid down under the Company's Standing Orders. It is further stated that the Company is already burdened with surplus manpower and therefore, it is not possible to consider the request of the union.

However, in view of the persistent request of the recognized union, it was offered to examine the cases of those workmen who were dismissed on account of absenteeism during the period from 1-1-2000 to 30-6-2004 by a High Power Committee headed by Director (PA & W) with the same criteria that was observed while reviewing the cases of Ex-workmen dismissed on account of absenteeism during the period from 1-1-1997 to 31-12-1999, in terms of MOS, dated 21-2-2000.

It is the further case of the second respondent that the petitioner who was dismissed during the period from 10-1-2000 to 30-6-2004 was also called for interview along with others. As he got no merit in his case, he was not considered for reinstatement. Mere calling for interview does not confer any right for appointment. If the workers remained absent from duty un-authorisedly, it will create difficult situation for the respondents company in achieving the productive results and for that reason, the respondents company is compelled to take severe action against the un-authorised absentees. The petitioner is one of such un-authorised absentees having got 25 days attendance in the year 2000 and he has not improved his attendance and work performance even after issuing charge sheet. He has failed to avail one more opportunity given to him and he has put in less musters from 1998 onwards. The Company cannot go on employing the persons who are chronic absentees and who are burdened to the company. Therefore, the Company was constrained to dismiss the petitioner for his un-authorised absenteeism with effect from 30-12-2001. Therefore the petition may be dismissed.

(4) Exs.W-1 to W-4 were marked on behalf of the petitioner, and Ex. M-1 to M-11 were marked on behalf of

the respondents company. Earlier written arguments were filed by the respondents and reply written arguments were filed on behalf of the petitioner. On 12-3-2010, the counsel for the petitioner and counsel for the respondents advanced their arguments, and the Industrial Dispute petition is posted to 31-3-2010 for Award.

(5) On 20-8-2007, a memo was filed by the counsel for the petitioner U/s. 11-A of Industrial Dispute Act stating the petitioner is not challenging the validity of domestic enquiry conducted by the respondents company and its procedure and he prayed the Court to decide the quantum of relief to which the petitioner is entitled to on the basis of evidence on record U/s. 11-A of Industrial Dispute Act.

(6) Now the point that arise for Consideration in this petition are: -

(1) Whether the order dated 25-12-2001 issued by the second respondent company dismissing the petitioner from service with effect from 30-12-2001 for his unauthorised absenteeism is disproportionate to the alleged misconduct on the part of the petitioner?

(2) To what relief?

(7) **Point No.1** : As seen from the documentary evidence produced before the Court by the respondents company, when respondents company decided to initiate enquiry against the petitioner for his unauthorized absence from duty, he was issued show cause notice under Ex.M.1, wherein, in detail it was shown on which dates and months he was absent from duty without permission and he received the same under Ex.M.2 acknowledgment, but he did not give any reply. When enquiry notice was given under Ex.M.3 asking the petitioner to be present before the Enquiry Officer on 14-5-2001, the petitioner received the same as evidenced by Ex. M4, but he did not attend before the Enquiry Officer. Again another enquiry notice was issued to the petitioner under Ex.M.5 asking him to be present before the Enquiry Officer on 20-6-2001 at 4 pm, he received the said enquiry notice but he did not appear before the Enquiry Officer. Again third enquiry notice was issued to the petitioner under Ex.M.6 directing the petitioner to be present before the Enquiry Officer on 25-6-2001, he acknowledged the same on 24-6-2001 but he did not attend before the Enquiry Officer. Then the Enquiry Officer examined the witnesses produced by the respondents company exparte and recorded their statement as evidenced by Ex.M.7. Then the Enquiry Officer passed his enquiry report under Ex.M.8 stating charges were communicated to the petitioner and per the evidence produced before the Enquiry Officer, the petitioner was found absent from duty unauthorizedly and his action of absenting from duty without permission amount to misconduct under the Company's Standing Order No. 25 (25) and the charges held proved. Then the respondents company issues show cause notice under Ex.M.9 to the

petitioner along with enquiry report and enquiry proceedings and he was asked to make representation within seven days from the date of receipt of show cause notice. Though the petitioner received Ex.M.9 show cause notice as evidence by Ex.M.10 acknowledgement, he did not choose to give any explanation. Then the office order was passed under Ex.M.11 dismissing the petitioner from service with effect from 30-12-2001. So, from this evidence, it is clear that when the petitioner was absent from duty without permission and without applying sick leave, when an enquiry was initiated against the petitioner and when opportunities were given to the petitioner three times to attend before the Enquiry Officer, he did not choose to appear before the Enquiry Officer to establish his case that he was absent from duty due to jaundice as contended by him.

(8) Though the petitioner was absent from duty without intimation and without permission from November, 1999 to 31-7-2000, when he reported to duty on 1-8-2000 along with medical certificate, he was allowed to join duty on 8-8-2000 as mentioned in the petition. It is further stated in the petition that he worked efficiently till March, 2001 and again from 4-3-2001 to 21-6-2001, the health of the petitioner further deteriorated and he was constrained to take continuous treatment in the Government District Head Quarters Hospital, Karimnagar and for that reason, he could not attend to his duty as Badli Filler regularly. Whereas, in the counter, it is stated that in the year 2000, the petitioner could get 25 Musters and in the year 2001 upto the month of October, he got only 8 Musters. This shows though the petitioner was allowed to join duty on 8-8-2000 after he was absent from duty from November, 1999 to 31-7-2000, he did not utilize the opportunity given to him by the respondents company and he did not improve his performance and he continued to be absent even after he was allowed to join duty on 8-8-2000. Therefore, the respondents company initiated enquiry against the petitioner and it was conducted in a fair and transparent manner and after following the principles of natural justice i.e. at every stage the petitioner was given an opportunity to make his case before the Enquiry Officer, but he has failed to do so. Then basing on the enquiry report, the respondents company passed Ex.M11 orders dismissing the petitioner from service with effect from 30-12-2001.

(9) Though the petitioner has contended in his petition that he was not given an opportunity and he appeared before the Enquiry Officer on 14-5-2001, 11-6-2001 and on 25-6-2001 and he was not given an opportunity to defend his case, except his self serving statement in the petition, no other evidence is produced before the court to show that though he was present before the Enquiry Officer on 14-5-2001, 11-6-2001 and on 25-6-2001, he was not given any opportunity to defend himself and everything was stage managed and a false exparte enquiry was conducted. Therefore, in my considered view, the enquiry was conducted after giving ample

opportunity to the petitioner and he did not avail those opportunities, and the Enquiry Officer was constrained to examine the witnesses produced by the respondents company *ex parte* and then he passed his orders under Ex.M.9 holding that the charges framed against the petitioner were all proved. Therefore, the order passed by the respondents company under Ex.M11 dismissing the petitioner from service with effect from 30-12-2001 for his unauthorized absence from duty is proper and there is no illegality in the order. Another important aspects is; there is no explanation from the petitioner why he did not apply for sick leave. It is an admitted fact that the respondents company is having its hospitals. If any worker becomes sick, he can join in that hospital and take treatment, and taking into consideration the seriousness of the sickness, if there is no proper medical treatment in the hospitals maintained by the respondent company, then the respondent company itself will refer the patients to the higher hospitals and the company will bear the expenses for the treatment of the worker, and the petitioner did not explain why he did not avail those opportunities and why he opted to take the alleged treatment in a private hospital without informing the company about his sickness and without obtaining permission or without filing sick leave application. The point is answered accordingly.

(10) Point No. 2: On behalf of the petitioner, the ruling Scooter India Limited V/s. Labour Court, Lucknow and others reported in 1988 (1) L.L.N. (S.C.) Page 303 is submitted. In the said case, the Bench of Hon'ble Supreme Court Judges Sri. R. S. Pathak, the Hon'ble Chief Justice, and Justice Sri. S. Natarajan held that "even while holding that the enquiry conducted by the company had confirmed the statutory prescriptions and principles of natural justice, the Labour Court is not prevented from modifying the orders passed by the Management with regard to the punishment given to the worker and then the Labour Court has got every power U/s. 6(2A) of the Uttar Pradesh Industrial Disputes Act, 1947 (corresponding to Section 11-A of the Central Industrial Disputes Act, 1947) to modify the orders passed by the Management. If the Labour Court can temper justice with mercy and can give an opportunity to the erring workman to reform his self."

(11) A ruling was also submitted by the respondents company in Thimmaiah V/s. Additional Industrial Tribunal-cum-Additional Labour Court, Hyderabad and others reported in 2002(1) ALD 314 (DB), wherein the Division Bench of our own High Court held that "we are satisfied that there is no failure of justice. The petitioner despite receiving two memos referred to above, did not bother to report for duty nor offer any explanation for his un-authorized absence. Un-authorized absence is also a form of misconduct under the Conduct Rules. At the same time, the employer can invoke the enabling provisions in the certified standing orders to determine the employment of an employee on the ground of unauthorized absence

for a stipulated period continuously without conducting a regular departmental enquiry. The only requirement, even in such a fact situation, is that the termination of services of an employee should be brought about in a fair way and after complying with the principles of natural justice. In the instant case, the requirement of the principles of natural justice is fairly complied with. It is not as if second respondent management straight away issued the orders terminating the services of the petitioner immediately after the petitioner was absented himself for eight consecutive working days." In the said case, the Labour Court on appreciation of oral and documentary evidence found the petitioner guilty of absenting himself un-authorizedly. However, the Labour Court opining that the termination of services of the petitioner *vide* office order dated 19-11-1985 of the second respondent is contrary to the provisions of Section 25-F of the Industrial Dispute Act, 1947 (for short the Act.) and exercising discretion vested in it U/s. 11-A of the Act directed reinstatement of the petitioner into service while denying back wages and continuity of service. The Labour Court however directed that the services of the petitioner should be protected and counted for the terminal benefits only." The Hon'ble Supreme Court has upheld the said order of the Labour Court.

(12) In the present case, the petitioner absenting from duty without intimation unauthorizedly. Though he was allowed to join duty on 8-8-2000, an enquiry was initiated against him and notice was issued on 27-2-2001 under Ex.M1. As already stated, though an opportunity was given to the petitioner, he did not avail the opportunities when enquiry was conducted. He was at fault. Prior to his unauthorized absence, his service is satisfactory. There were no earlier instances of misconduct on the part of the petitioner. Following the observations made by our own High Court in the ruling Thimmaiah V/s. Additional Industrial Tribunal-cum-Additional Labour Court, Hyderabad and another referred supra and also decision of the Hon'ble Supreme Court in Scooter India Limited V/s. Labour Court, Lucknow and others, in my considered view, this Court can interfere with the punishment given by the respondents company in dismissing the petitioner under Ex.M11 order with effect from 30-12-2001 and a mercy should be shown to the petitioner and he must be given an opportunity to reform himself and therefore, the petitioner is entitled to reinstatement with certain conditions. The point is answered accordingly.

In the result, this petition is partly allowed and the order passed by the respondents company under Ex.M11 office order, dated 30-12-2001 dismissing the petitioner from service with effect from 30-12-2001 is hereby set-aside. The respondents are directed to reinstate the petitioner into service within 30 days from the date of publication of award of this order, and the petitioner is not entitled to any back wages and benefits, but his service must be protected and must be counted for terminal benefits only.

Dictated to the Stenographer, transcribed by him, corrected and pronounced by me in open Court on this the 31st day of March, 2010.

B. RADHA KRISHNAIAH, B.A., B.L. Chairman-
Cum-Presiding Officer

APPENDIX OF EVIDENCE

WITNESSES EXAMINED

FOR PETITIONER/WORKMAN FOR RESPONDENTS/ MANAGEMENT

NIL

NIL

EXHIBITS MARKED

FOR PETITIONER/WORKMAN

Ex.W-1: Xerox copy of dismissal order, dated 25-12-2001 issued by Chief General Manager, Singareni Collieries, Ramagundam Area-I.

Ex.W-2: Pay slip for the month of December, 1996.

Ex.W-3: Pay slip for the month of December, 1997.

Ex.W-4: Pay slip for the month of December, 1998

FOR RESPONDENT/MANAGEMENT

Ex.M-1: Office copy of chargesheet, dt. 27-2-2001.

Ex.M-2: Acknowledgement of petitioner to the chargesheet dt. 1-3-2001.

Ex.M-3: Office copy of enquiry notice, dt. 2-5-2001.

Ex.M-4: Postal acknowledgement for the enquiry notice, dt. 5-5-2001.

Ex.M-5: Office copy of enquiry notice with acknowledgement dt. 8-6-2001.

Ex.M-6: Office copy of enquiry notice with acknowledgement dt. 24-6-2001.

Ex.M-7: Enquiry Proceedings, dt. 25-6-2001.

Ex.M-8: Enquiry Report, dt. 25-7-2001.

Ex.M-9: Office copy of show cause notice, dt. 17-10-2001.

Ex.M-10: Acknowledgement card to the show cause notice, dt. 25-10-2001.

Ex.M-11: Office copy of dismissal order, dt. 25-12-2001.

नई दिल्ली, 27 अप्रैल, 2010

का.आ. 1343.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, मुंबई के पंचाट (संदर्भ संख्या 19/2001)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-2010 को प्राप्त हुआ था।

[सं. एल-12011/247/2000-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 27th April, 2010

S.O. 1343.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/2001) of the Central Government Industrial Tribunal (Labour Court-2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 23-4-2010.

[No. L-12011/247/2000-IR(B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. LAD

Presiding Officer

Reference No. CGIT-2/19 of 2001

Employers in Relation to the Management of Punjab
National Bank

The Sr. Regional Manager,
Punjab National Bank,
Regional Office, 7th flr., Maker Tower 'F',
Cuffee Parade, Mumbai-400 005.

...1st Party

V/s.

Thier Workmen

The General Secretary,
Punjab National Bank Empls. Union,
PNB House, Sir P.M. Road,
Mumbai-400 001.

...Second Party

APPEARANCE:

For the Employer : Mr. U.M. Joshi, Advocate.

For the Workmen : Ms. Kunda N. Samant,
Representative.

Date of reserving the Award : 10-2-2010.

Date of passing the Award : 15-03-2010.

AWARD

The matrix of the facts as culled out from the proceedings are as under :

(1) The Government of India, Ministry of Labour by its Order No. L-12011/247/2000/IR(B-II) dated 29th January, 2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Punjab National Bank, Mumbai by reverting Smt. Bhanubhai Mandre, sub-staff from full time to part time Sub-staff is justified and proper ? If not, then what relief the workman is entitled to ?

(2) Claim Statement is filed by the Union at Exhibit 6 stating and contending that, 2nd Party was appointed by 1st Party in the Kalyan Branch in 1976 on ad hoc basis. It is case of the 2nd Party that, after settlement took place between Union and the 1st Party dated 7-5-1984 she was absorbed on 1/3rd scale wages. She was then transferred to Dadar Branch on 7-10-1991 and she did her duties from 1976 to 1997 and was performing her duties of sweeping and cleaning.

(3) According to Union Dombivali Branch of the Bank was opened in 1977. No fresh recruitment was made in the said Branch and to facilitate functioning of the said Branch, most of the employees were transferred to the said Branch from other Branches. At the time of the opening of the said Branch, there was 1 post of Manager, 3 Clerks and Peon were filled in by transfers. It is case of the Union that, looking to the performance of the 2nd Party concerned workman, she was transferred from Dadar Branch to Dombivali Branch since there was a clear vacancy. It is case of the Union that, there was need of her posting so she was posted there and she worked there. It is case of the Union that, in the month of February, 2000 she was reverted. It is case of the Union that duties discharged by the 2nd Party were of sub-staff peon. It is case of the Union that, she was attending the work of clearing instruments and she was bringing those instruments from Ulhasnagar and Kalyan every day. It is case of the Union that, she used to leave Dombivali office at 10.30 a.m. every day and has return upto 2.30 p.m. on the same day. It is case of the Union that, she was also attending the said Branch Office from 8.00 a.m. before the staff arrives to clean the Bank premises, furniture etc. of the said Branch. It is case of the Union that, it was her regular work of sub-staff Peon and she was working there upto 5.30 p.m. it is case of the Union that, Dombivali Branch officers had utilized her services under their superiors. It is case of the Union that, Regional Office informed the Branch about the confirmation of the full time employees including 2nd Party workman. Accordingly an enquiry was made with Dombivali Branch on that subject and the Branch Manager conveyed the position and the need of the Dombivali Branch by letter dated 24-5-1999 and recommended to consider the 2nd Party workman for that post. It is case of the Union that, even it

was not considered by the Competent Authority. So Union raised dispute about regularization of the concerned workman and demanded justification from the Bank. However, Bank did not consider the grievance of the Union to regularize the concerned workman. It is case of the Union that, even after collecting the information from the Regional office Bank did not response to the Union's demand for more than six months which was against the interest of the 2nd Party. It is case of the Union that, even said was referred to Conciliation Officer. It is case of the Union that, even before the Conciliation Officer rigid view was taken by the Bank and as such dispute was not settled. According to Union at the time of opening of Dombivali Branch in June, 1997 no recruitment was made to fill the posts and even after 1996 when new 4-5 Branches were opened no recruitment was made. According to Union between 1987 to 2000 there was 20 sub-staff retired, 59 sub-staff promoted to clerical cadre, 26 sub-staff died while in service and 5 sub-staff were dismissed. According to Union there were number of vacancies including 37 sub-staff who took VRS and due to above reasons still no recruitment was made. It is further stated that, due to fast progress in the business of it was in need of additional staff. It is case of the Union that, since there was no additional staff to manage the requirement of the Branch with the available staff in making arrangements with the consent of the Union and took the services of the 2nd party as a full time employee. Even Bank started paying the salary of the full time accordingly and the concerned workman was paid full salary between September, 1997 to February, 1999. It is case of the Union during those 18 months, Regional Office of the Bank could not make any alternative arrangement by recruiting or transferring sub-staff to the Dombivali Branch. It is further stated by the Union that, the said arrangement was not objected by the Union since 2nd Party was benefited. It is further contended by the Union that, though there was shortage of staff, no proper steps were taken by Bank to fill in the posts and meet the requirement of the Bank. Since 2nd party worked continuously and since no recruitment was made here services require to be treated as regular employee with the 1st Party and 2nd Party concerned workman be given benefits of regular employee or permanent employee. It is case of the Union that, however, it was not considered by the 1st Party. It is case of the Union that, even from 150 vacancies as against 357 existing permanent sub-staff no posts were filled in. So it is prayed that, the 2nd Party be regularised on full time job and request to give benefits of the same.

(4) This is disputed by the 1st Party by filing written statement at Exhibit 8 stating and contending that, dispute raised by 2nd Party is not legal and valid. It is case of the 1st Party that, Union has raised dispute about the 2nd Party concerned workman Smt. Bhanubhai Mandre as if she was full time sub-staff though having been recruited as part-time employee. It is case of the 1st Party that, said

workman Smt. Mandre was never appointed as full time as pleaded by 2nd Party Union, question of her regularization as a full timer does not arise. It is case of the 1st Party that, as per circulars and various Bipartite Settlements, employees are entitled for the benefits. It is case of the 1st party that, fixation of wages of part time employees in case of subordinate staff and other related matters are governed by Bipartite Settlement dated 7-5-1984. It is case of the 1st party that, the concerned workman Smt. Mandre was appointed as a part-time Sweeper on 1/3rd of the scale wages vide appointment order dated 4-9-1984 at Kalyan Branch. It is case of the 1st Party that, as per Conciliation Settlement dated 7-5-1984 she was posted at Dadar Branch on the enhanced salary of 1/2 of scale wages of the subordinate staff w.e.f. 7-10-1991 and she was subsequently posted at Dombivali on same scale wages on 26th August, 1997. It is case of the 1st Party that, her services were sometimes utilized as a Peon during the period September, 1997 to December, 1998 for which she was paid compensation at the agreed rate. It is case of the 1st Party that, Smt. Mandre was never posted as full time Sweeper or was absorbed as a Peon in the subordinate cadre in terms of the aforesaid Conciliation Settlement and the Government guidelines. It is case of the 1st Party that, merely because Smt. Mandre performed certain duties of Peon on certain dates between September, 1997 to December, 1998 she is not entitled to claim said forever. It is case of the 2nd Party that, the concerned workman is not entitled for absorption as a full timer and prayer made by the Union on her behalf does not require to be considered on any of the point raised by the Union. So: it is submitted that, the prayer prayed by the Union to regularise 2nd Party concerned workman as full time require to be rejected.

(5) Rejoinder is filed by the Union at Exhibit 9 making out the same type of story and praying to regularise the 2nd Party concerned workman as a full timer.

(6) In view of the above pleadings Issues were framed by my Ld. Predecessor at Exhibit 10 which I answer as follows:

ISSUES

FINDINGS

- | | |
|---|----|
| 1. Whether Smt. Bhanubhai Mandre proves that she is full time employee in the subordinate cadre of the management ? | No |
| 2. Whether management proves that reference is not maintainable as averred in W.S. Para-1 ? | No |
| 3. Whether the action of the management of Punjab National Bank, Mumbai by reverting Smt. Bhanubhai Mandre, sub-staff from full time to part time sub-staff is justified and proper ? | No |

4. What relief Smt. Mandre is entitled to ?

2nd Party concerned workman is entitled to work as full timer substaff from the date of this order with monetary benefits on it.

REASONS :

ISSUE No. 1:

(7) It is case of the Union that, Smt. Bhanubhai Mandre was initially appointed on ad hoc basis as a part-time Sweeper on 1/3rd of the scale wage and looking to the work available at the Dombivali Branch, she was transferred there and she was allowed to work as full timer between September, 1997 to February, 1999 for which full payment was made to her. It is nowhere case of the Union that, she was appointed as a full timer since beginning. On the contrary it states that, looking to her work and looking to the requirement of her work in the establishment of the 1st Party that opportunity was given to her. However, it is not case of the Union that, Smt. Mandre was appointed as full timer. So according to me this Issue require to answer in the negative holding that she was not appointed on full time employee in the establishment of the 1st party.

ISSUE No. 2 :

(8) It is case of the 1st Party that, the Reference is not maintainable as averred in para 1 of the written statement. Stand taken by the 1st Party is that, the dispute has not been duly and validly espoused as required under the provisions of the Industrial Disputes Act, 1947 and according what has been referred by the Appropriate Government for adjudication to this Tribunal cannot be termed as 'industrial dispute'. According to 1st party it is not an 'industrial dispute'. However, on that point nothing is specifically explained by 1st party as to how it is not 'an industrial' dispute. If we go through the definition of the 'industrial dispute' as given in the Industrial Disputes Act, 1947 we find-in Section 2(k) of the Industrial Disputes Act, 1947 which reads as under :

“ ‘Industrial dispute’ means any dispute or difference between employers and employees, or between employers and workman, or between workman and workmen, which is connected with the employment or non-employment or the terms of the employment or with the conditions of the labour, of any person.”

So definitely subject matter involved in the reference is regarding not treating concerned workman as a full timer workman and working on ad hoc basis. According to

Union she was full timer whereas case of the 1st party is that, though for some time she worked as full timer it does not mean that, she cannot claim such status of the permanent employee. Said is connected with her employment and status with 1st Party. So definitely dispute raised is an 'industrial dispute' and as such it is maintainable under the provisions of the Industrial Disputes Act, 1947, So I answer this Issue to that effect.

ISSUES Nos. 3 & 4:

(9) It is case of the Union that, though there was increase in work no recruitment or appointment was made. It is case of the Union that, Initially 2nd, Party was appointed at Kalyan Branch and then transferred to Dadar and to Dombivali. Even she worked as full timer between September, 1997 to December, 1998. Even Management admit that, payment of full time was paid to her. It is case of the Union that, no fresh recruitment was made though number of vacancies were created. As far as point of "no recruitment" in the establishment of the 1st Party is concerned, it is not disputed and even it is not case of the 1st Party that, recruitment was made and the vacancies which arose were filled in. The story given by the Union regarding transfer of the 2nd Party from Kalyan to Dadar and from Dadar to Dombivali is concerned is also not disputed. Even duties discharged by the 2nd Party as full timer between September, 1997 to December, 1998 is also not disputed. Besides correspondence made by the Dombivali Branch and annexed with Exhibit 11 reveals that, Branch was in need of the employment of full timers. However, no reason is given by the authorities towards the demand of the Branch. Besides as per circular dated 15-1-1999 at page 12 of Exhibit 11 require minimum 5 years experience to qualify the employee like Sweeper, Farash, etc. for accruing vacancy. Said circular also speaks that, qualifications prescribed for such post expect that, they should possess elementary literacy and give proof of ability to read English, Hindi or any regional language and said person can be treated as a qualified person for the sub-staff post. Said circular also reveals that, Government of India, has now reconsidered the matter and has decided that, part time Sweepers on scale wages shall also be eligible for consideration for such appointments/conversions subject to certain principles for fulfilling the length of service criteria for sub-staff cadre. It is not in dispute about the experience. Even 1st Party admit that, 2nd party worked as a full time at Dombivali Branch from September, 1997 to December, 1998. It reveals that, she was qualified and she was eligible to do that work. Besides letter dated 25th October, 1999, produced at page 12 of Exhibit 12 reveals that, she was recommended by the Branch. Even in the said letter Bank has accepted the position that, she was permanent part-time sweeper of the Bank. Union by various correspondence raised the point and requested the Management to regularise the concerned workman as a permanent part-time Sweeper. When there was no

recruitment and when her services were taken as a full timer for a particular period one has to see as to why she was not given benefit of it? Besides correspondence reveal that, payment was made to her of that cadre and even there was a deduction. It also reveals that, she was allowed to take loan and recovery was made from her salary and this itself reveal that, recovery was made of that loan. Even deduction was made from her wages towards Provident Fund, Insurance and Professional Tax. If we consider all this we find that, she was treated as full timer. The stand taken by 1st party that, there was no provision to fill in the post or there was no policy of the Government of India to regularise the posts. It does not permit 1st Party to accept the employee of this type. It has no meaning. This attitude and approach of the 1st Party reveals that, it utilised the services of the concerned person but on lower scale and that they did not want to given benefit of that post though they are taking duty of full time work. This approach is nothing but exploiting the workers and denying them to give facility of the status on which they are working. All this reveals that, she is entitled for protection as prayed in the Reference.

(10) Stand taken by 2nd Party of examining herself which was objected by 1st Party of leading evidence. Case made out by the 1st Party is that, she worked as a full timer is not disputed. Then it is admitted that, according to letter given to her by the Management, she worked as a full timer. It is case of the union that, she was appointed as a full time Peon. Even it is admitted that, when case of the absorption is made out by the 2nd Party that, there was vacancy. It is case of the 2nd Party that, no recruitment was made and no vacancy was filled in.

(11) So if we consider all this coupled with the case made out by both, I conclude that, 2nd Party is required to be regularised as a full timer on the establishment of the 1st Party. No doubt she was not appointed as a full timer but she must get benefit of the same from the date of the order. Since I do not find any reason to deprive her in claiming it. So I answer this Issue to that effect. Hence, I passes the following order:

ORDER

- (a) Reference is partly allowed;
- (b) 1st Party is directed to treat 2nd Party concerned workman as full timer and give benefits of it to her from the date of this order, including benefits of PF etc. attached to the posts;
- (c) No order as to its costs;

Mumbai,
15th March, 2010.

A. A. LAD, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2010

का.आ. 1344.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 206/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2010 को प्राप्त हुआ था।

[सं. एल-12012/78/2003-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 28th April, 2010

S.O. 1344.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 206/2003) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Bank of India and their workman, which was received by the Central Government on 28-4-2010.

[No. L-12012/78/2003-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/206/2003 Date: 30-03-2010

Petitioner : Moreswar. J. Dahane
R/o khapri Village Tah. & District
Nagpur, Nagpur

Party No. 2

Versus

Respondent : The Assistant General Manager
Bank of India Nagpur Zone,
Zonal Office, S. V. Patel Marge Nagpur-
440001

Party No. 1

AWARD

The Central Government after satisfying the existence of disputes between Moreswar. J. Dahane (Party No.2) and The Assistant General Manager Bank of India (Party No.1) referred the same for adjudication to this Tribunal vide its Letter No. L-12012/78/2003 IR (B-II)) dt. 18-07-2003 under clause (d) of sub Section (I) and sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule—

“Whether the action of the Management Bank of India Nagpur Zone Nagpur in imposing the penalty of dismissal w.e.f. 6-10-2001 on Moreswar J. Dahane, Sepoy, Daftry, Khapari Branch is justified? If not, what relief the workman concern is entitled to?

I have already concluded that the enquiry was valid proper and in accordance with the principles of natural Justice and now I am expected to give the findings as to whether the findings of I.O. are perverse the awarded punishment is shockingly disproportionate to the alleged misconducts. So far as perversity of the findings of I.O. is concern the petitioner has voluntarily admitted the charges before the I.O. He was charged under clause 19.5(1) of the bipartite settlement alleging that he was doing the acts prejudicial to the interest of the bank. According to him he was given an assurance that he will not be removed from the service. Therefore admitted the charges. To prove his contentions he has examined himself and on behalf of the management also examined one witness. They have stated as per their contentions. The evidence is clear enough to show that he was neither pressurized nor any assurance was given. The whole episode came in light on receipt of the report of the validity committee. The misconduct was clearly established during the enquiry. He had no other go than to admit because the certificate submitted by him was invalidated by the caste scrutiny committee and declared as bogus. There are no disputes that the post reserved for the scheduled tribe. His intention was clear enough to get seat from reserve quota, of scheduled tribe though he was not belonging to that caste. He must have filed at list false affidavit to get the certificate. In fact the petitioner has played a fraud. The certificate was declared as bogus by the caste scrutiny committee. The Bank as routine send it for verification after allowing him join because it did not even suspected the correctness of it. The submission that the bank ought to have sent for verification immediately or at list before joining the post cannot be called as satisfactory because it will not change the its nature. It follows that the petitioner has grabbed the service from the reserved post of Scheduled Tribe though he was not belonging to the scheduled caste. His name was sponsored by the employment exchange will not make any effect. The case cited on behalf of petitioner is on the different point in respect of getting admission to the medical collage by giving wrong sub caste of Halba Kosti. It cannot be equated with securing the service by playing fraud. It cannot be taken lightly because due to his fraud other genuine candidate of Schedule Tribe must have lost his chance. All this possibilities must have been considered before awarding the punishment. In my view the punishment of dismissal is not shockingly disproportionate. It is proper and the order does not call any interference. The reference deserves to be dismissed. This award.

A. N. YADAV, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2010

का.आ. 1345.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 296/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2010 को प्राप्त हुआ था।

[सं. एल-12012/105/2000-आई आर(बी-II)]

यू. एस. पाण्डेय, डेस्क अधिकारी

New Delhi, the 28th April, 2010

S.O. 1345.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 296/2000) of the Central Government Industrial Tribunal /Labour Court-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the Employees in relation to the management of Bank of India and their workman, which was received by the Central Government on 28-4-2010.

[No. L-12012/105/2000-IR (B-II)]

U. S. PANDEY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

Present : Shri H. M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947.

Reference No. 296 of 2000

Parties : Employer in relation to the management of
Bank of India and their workman.

APPEARANCES:

On behalf of the workman : Mr. D. Mukherjee,
Advocate

On behalf of the employers : Mr. D. K. Verma, Advocate

State : Jharkhan

Industry : Banking

Dated, Dhanbad, the 6th April, 2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/105/2000-IR (B-II) dated, the 29th September, 2000.

SCHEDULE

"Whether the action of the management of Bank of India in dismissing Shri N. V. Moolya from the service vide order dated 26-2-1997 is fair and justified? If not, what relief the concerned workman is entitled to?"

2. It has been stated in the Written Statement filed on behalf of the concerned workman is that Shri N. V. Moolya the concerned workman had been working as permanent Staff Clerk at Bank of India since long with unblemished record of service. It has been alleged that some of the officials of the management were very much biased and prejudiced against the concerned workman for his uprightness. The management issued a false and frivolous chargesheet dated 9-8-94 under the signature of Regional Manager, Giridih Region to the concerned workman. It has been stated by the concerned workman that the allegations as levelled in the chargesheet are not only false and frivolous but also unfortunate and the concerned workman denied the same emphatically. Though the reply to the chargesheet submitted by the concerned workman was sufficient enough till then the management constituted an invalid and irregular departmental enquiry through a biased and prejudiced Enquiry Officer.

3. It has been stated by the concerned workman that for the same facsimile offence an FIR was also filed and police investigation was going on when the chargesheet was issued to the concerned workman on the same facsimile charges. The concerned workman also requested the management to postpone the enquiry at least till the pendency of the criminal case as because disclosure of evidence during the pendency of the criminal case will jeopardise the interest of the concerned workman and also submitted that in view of the settled law of the land no enquiry should be initiated during the pendency of the criminal case but the management in not haste to punish the concerned workman did not take any cognizance of the prayer of the concerned workman.

4. It has been alleged by the concerned workman that the domestic enquiry against him was conducted by a biased and prejudiced Enquiry Officer and principle of natural justice was not followed. It has also been alleged that the witnesses were not allowed to render their statements voluntarily. Moreover, the Enquiry Officer forced the witnesses to give reply to the direct question put to the management witnesses and the management witnesses were not allowed to give their statements voluntarily and freely. It has been stated by the concerned workman that the Enquiry Officer also relied on evidence of some of the witnesses who were not produced before the Enquiry Officer nor the concerned workman was allowed to cross-examine the aforesaid witnesses. It has also been alleged that the copies of the Enquiry Proceedings were not supplied to the concerned workman. The Enquiry Officer conducted the enquiry in utter violation of the

principles of natural justice and whimsically with a malafide aim to victimise the concerned workman at the instance of the management.

5. It has been further stated by the concerned workman that there is no direct evidence against him to prove the charges as levelled in the chargesheet. During the course of enquiry the workman on the contrary has produced documents to show that accounts of some persons were opened who also did not deposit Rs. 500 at the time of opening of accounts. In course of enquiry proceeding the management miserably failed to produce any bit of paper to show that the concerned workman had taken any initiative to open the account or he has done anything illegally in the matter of opening account, depositing cheque, drawing amount etc. In the departmental enquiry there is direct evidence even of the management witness that no alleged amount was recovered or paid by the concerned workman. The Hon'ble Criminal Court acquitted the concerned workman honourably of all the allegations levelled in the chargesheet. It has been prayed on behalf of the concerned workman to pass an award answering the reference in favour of the workman by directing the management to reinstate the concerned workman with full back wages and other consequential benefits.

6. In the Written Statement filed on behalf of the management it has been stated by them that the concerned workman was posted as Staff Clerk at Chest Branch in the year 1993. He committed a serious misconduct of fraud and dishonesty in connection with banking business in the month of November, 1993 and necessary disciplinary action was initiated against him after detection of the commission of misconduct by him. The Regional Manager Giridih Region being the disciplinary authority in respect of the concerned workman issued the memorandum dated 9-8-94 enclosing therewith the chargesheet dated 9-8-94, list of witnesses and list of documents with the direction to appear before the enquiry authority on the date fixed for such purpose.

7. The concerned workman submitted his reply to the chargesheet and attended the departmental enquiry conducted against him and fully participated in the said enquiry. The charges framed against the concerned workman was that on 3-11-93 he got one fake account opened in the name of Sri Osman Answare, the S. B. A/c. No. being 15863. He got one cheque No. 754128 dated 2-9-93 for Rs. 17,310.20 drawn on the bank of Baroda in the name of Osman Answare deposited against the account opened in the fake name of Osman Answare, the deposit being made through paying-in-slip without mentioning the S.B.A/c. No. After collection of the aforesaid amount through that cheque, the same was deposited against unknown deposit on 6-11-93 as account number had not been allotted by that time and got the S.B.A/c. No. 15863 allotted after getting the amount deposited in the account. He withdrew the amount of Rs. 17,350 through withdrawal

slip through that fake account holder. The Deputy Regional Manager, Giridih receiving such transaction raided the house of the concerned workman on 30-11-93 and recovered the amount of Rs. 17,350 on 30-11-93 in the presence of Bank's driver Shri Dhrub Kumar.

8. It has been alleged by the management that the concerned workman threatened Sri Shantimoy Chatterjee to destroy the account opening card No. 15863 and consequently the said card was destroyed by him to destroy the evidence against him. The aforesaid acts committed by him was a gross misconduct in terms of clause 19.5(J) of the First bipartite settlement dated 19-10-66 which reads as under :—

“Doing any act prejudicial to the interest of the Bank”.

9. It has been stated by the management that the departmental enquiry was conducted fairly and properly in accordance with the principles of natural justice. The concerned workman was present in the departmental enquiry. He was given full opportunity to cross-examine the management witnesses, to give his own statement and to produce his defence witnesses. He did not raise any objection relating to the procedure of enquiry followed by the Enquiry Officer. He did not raise any objection against the Enquiry Officer or the management representative or any matter whatsoever in the course of conducting the departmental enquiry. After conducting the departmental enquiry the Enquiry Officer submitted his report holding the concerned workman guilty of the misconduct charged against him. The Disciplinary Authority on receipt of the enquiry report issued a show cause punishment notice dated 14-1-97 enclosing therewith copy of the enquiry report and other necessary documents and invited his comments on the proposed penalty and fixed the date on 4-2-97 at 11 A.M. for giving him personal hearing on the proposed penalty.

10. It has been further stated by the management that the disciplinary authority after giving all reasonable opportunity to the concerned workman imposed the penalty of dismissal from the service on account of commission of the misconduct by letter dated 26-2-97. Thereafter the concerned workman submitted an appeal before the Appellate Authority which was considered and his dismissal was upheld by the Appellate Authority. In view of the facts and circumstances, it has been prayed on behalf of the management to pass an Award holding the dismissal of the concerned workman as justified and that the concerned workman is not entitled to get any relief.

11. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

12. Before taking up the reference for hearing argument on merit fairness and propriety of the domestic enquiry was heard as a preliminary issue. On that point management examined one witness i.e. MW-1 who has proved documents marked as Ext. M-1 to M-13. Workman side also examined one witness as MW-1. This Tribunal after hearing both sides passed order vide order No. 32 dated 19-11-08 that the domestic enquiry conducted against the concerned workman is fair, proper and in accordance with the principle of natural justice. Thereafter the case was heard on merit.

13. Main argument advanced on behalf of the concerned workman is that there was a criminal case on the same matter in which he was acquitted and that criminal case was registered as G.R. Case No. 1445/93 and T.R. No. 941/98 and he was acquitted by judicial Magistrate, Chas by judgement dated 10-10-98. It has also been argued that he requested the Enquiry Officer not to conduct the enquiry and to stay the same on the ground of pending of Criminal Case but that has not been considered by the Enquiry Officer and it has also been argued that S/B Account in the name of Osman Ansari was opened but it has not been proved that the concerned workman has opened this account, falsely.

14. Management counsel argued that the concerned workman was acquitted in the Criminal Case because the complainant has not been examined and the Police has not produced the complainant in the Criminal case. So on this ground the concerned workman was acquitted by the Criminal Court. The Criminal Court had written in the judgement at page 6 that even the informant did not turn up in support of its own and prosecution case and it has also written that the Written report has not been proved nor exhibited in the case. At page-7 in the judgement it has been written that Osman Ansari did not turn up to state about the above facts and also the prosecution. No any occurrence took place in presence of PW-1 and he has got no any knowledge of the alleged cheating and forgery. The I.O. has not been examined not any explanation has been given for non-examination of the prosecution witness.

15. On behalf of the concerned workman 2008 (118) page 1121 has been referred in which Hon'ble Supreme Court laid down that when departmental proceeding was initiated against the respondent Sub-Inspector who was found in possession of smuggled goods and for misconduct he was found guilty though acquitted in the Criminal Proceeding and his services were dismissed by the Disciplinary Authority for the misconduct. The Disciplinary proceedings were not proper. When Criminal Court has given positive finding then prosecution could not prove the charge. On behalf of the concerned workman

2009 LLR 252 has been referred in which Hon'ble Supreme Court held "Management merely tendering the documents and not proving the contents thereof. The FIR relied upon could not be treated as evidence. Further the orders being non-speaking cannot be sustained. Even otherwise the disciplinary proceeding was initiate against the appellant after five years of the incident. The Apex Court directed reinstatement with full back wages." The concerned workman also referred to a decision reported in 2002(3)JLJR in which Hon'ble High Court, Jharkhand laid down the following :—

"Service Law—Dismissal—Petitioner dismissed from service for trying to outrage the modesty of a woman—victim lady could not be examined due to her death but the disciplinary authority relying upon FIR and statement recorded by Police held that the charges have been rightly proved—order of dismissal based on FIR and statement recorded by police cannot be sustained in law."

The concerned workman also referred to another decision reported in 1989 Lab I.C. page 1043 in which Hon'ble Supreme Court laid down the following :

"Termination of Service—Disciplinary enquiry found to be fair and lawful and its findings were not vitiated in any matter—That by itself would not be ground for non interference with order of termination of services by Labour Court—Direction by Labour Court in the facts, for reinstatement of employee with 75% back wages on ground that erring workman should be given opportunity to reform himself and prove to be loyal and disciplined employees of Company—Not illegal and arbitrary."

The concerned workman also referred to one more decision reported in FLR 2008(119) in which Hon'ble Supreme Court laid down the following :—

"Industrial Disputes Act, 1947—Section 11A—Constitution of India, 1950—Articles 226 and 227—Exercise of discretion—Tribunal has correctly appreciated the evidence and correctly substituted the punishment—Tribunal's order setting aside the order of punishment of discharge was a correct order—And Learned Single Judge erred in setting aside that order."

16. Ld. Counsel for the management referred to a decision reported in (2007) 2 (L & S) 327 in which Hon'ble Supreme Court laid down the following :—

"Dismissal—Proportionality of punishment—Respondent workman, in unauthorised occupation of Company's quarter, assaulted Town Warden with fists and bricks causing him serious injuries when

Town Warden along with Nazir sought to execute court's decree of vacating the quarter-Chargesheet-cum-notice serviced on respondent on ground of misconduct under sub-clause (xvi) ("drunkenness, fighting or riotous or disorderly or indecent behaviour or any acts subversive of discipline or efficiency") and sub-clause (xxxii) (threatening or intimidating any employees") of Standing Order 24 of Works Standing Orders of the Company—After considering respondent's explanation to be unsatisfactory, domestic inquiry held in which respondent was found to be guilty of misconduct—Accordingly, GM of the Company ordered dismissal of respondent from service—Pursuant to reference of the dispute, Labour Court, while finding that the domestic inquiry was valid and misconduct was established, held that dismissal was disproportionate to the charge proved and accordingly directed respondent's reinstatement in service with full back wages—High Court in writ petition only directed that half of the back wages was to be paid from the date of the award—Held Labour Court, having found the domestic inquiry to be fair and proper and the misconduct established, which was of a very grave nature, leniency shown by it was unwarranted and would encourage indiscipline—It was a case where respondent himself committed the assault and he was not a mere instigator—Without indicating any reason as to why it felt that the punishment was disproportionate, Labour Court should not have passed the order in the manner done. Therefore, orders of Labour Court as affirmed by High Court cannot be sustained."

Ld. Counsel for the management also referred to another decision reported in 2003 Supreme Court Cases (L & S) 469 in which Hon'ble Supreme Court laid down the following :—

"Misconduct—Generally—Miscellaneous acts of misconduct—Bank Officer—Mode of discharging of duties by—Held, he should act with utmost integrity, honesty, devotion and diligence and should to nothing unbecoming of a bank officer—Bank officer acting beyond his authority, even if not causing any loss to the bank, held, is nonetheless committing an act of misconduct.

D. Misconduct—Penalty/Punishment—Grounds for claiming immunity from—Acquittal in criminal case based on the same allegation, held, is not per se such a ground—At most it may be a circumstance to be considered while awarding Punishment."

17. From Bank employee it is very much expected that he should be very fair. The concerned workman opened forged account in the name of Osman Ansari and

deposited cheque No. 754128 dated 2-9-93 and also got similar account No. 15863 opened. He has fraudulently withdrawn on 6-11-93 of Rs. 17,350/- which has been recovered from his possession on 30-11-93 at his residence. It shows that charge which has been levelled against the concerned workman was fully proved. In this respect WW-1 in his cross-examination has stated "Dinesh Jha was representing me as my co-worker. I and my co-worker has put signature in the day to day proceedings ordersheets. It is a fact that the enquiry report was given to me. I was given chance to make an appeal after my dismissal." It shows that enquiry was conducted very much properly and fairly. Moreover the charges have been proved against the concerned workman who has opened a forged account and also withdrew fraudulently Rs. 17,350/- through withdrawal slip through that fake account holder. by forged signature shows that he cannot in any way get sympathy for retention in service. Moreover, when such fraudulent amount has been recovered from his residence by the Deputy Regional Manager, Giridih on 30-11-93 in the presence of Bank's driver Sri Dhrub Kumar. Accordingly the following Award is rendered :—

"The action of the management of Bank of India in dismissing Sri M.U. Moolya from the service vide order dated 26-2-1997 is fair and justified. Consequently, the concerned workman is not entitled to get any relief."

H. M. SINGH, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2010

का.आ. 1346.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एफ.सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 110/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2010 को प्राप्त हुआ था।

[सं. एल-22012/427/2003-आईआर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 28th April, 2010

S.O. 1346.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 110/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workman, received by the Central Government on 28-04-2010.

[No. L-22012/427/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, LUCKNOW

Present: Shri N.K.Purohit, Presiding Officer

I.D. No. 110/2004

(Ref. No. L-22012/427/2003-IR(CM-II) dated 4-10-2004)

BETWEEN

The State Secretary,
Bhartiya Khadya Nigam Karamchari Sangh
5-6, Habibullah Estate, Hazratganj
Lucknow

AND

The Sr. Regional Manager
Food Corporation of India
5-6, Habibullah Estate
Hazratganj, Lucknow

AWARD

09-04-2010

1. By order No. L-22012/427/2003-IR(CM-II) dated 4-10-2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bhartiya Khadya Nigam Karmchari Sangh, 5-6 Habibullah Estate, Hazratganj, Lucknow and the Sr. Regional Manager, Food Corporation of India, 5-6 Habibullah Estate, Hazratganj, Lucknow for adjudication.

2. The reference under adjudication is ;

क्या प्रबंधन भारतीय खाद्य निगम लखनऊ द्वारा कर्मकार श्री के. डी. अग्रवाल को दण्डादेश दिनांक 8-1-1999 के द्वारा दण्ड दिया जाना एवं उपरोक्त दण्डादेश के विरुद्ध अपील को प्रबंधन के आदेश दिनांक 1-5-2001 के द्वारा निरस्त कर दिया जाना उचित एवं न्याय संगत है। यदि नहीं, तो कर्मकार किस अनुतोष को पाने का अधिकारी है।

3. It is admitted case of the parties that the workman K.D.Agarwal, AG II(D) was served upon a charge sheet dated 21-9-1998 under Regulation 60 of Staff Regulations 1971 for causing financial loss to FCI for personal gain and thereby contravening Regulation 31 & 32 read with 32-A of FCI (Staff) Regulation 1971. The workman submitted his reply dated 3-12-1998 to the said charge sheet and he was imposed penalty of stoppage of three increment for the year without cumulative effect alongwith recovery of Rs. 12000/- vide impugned order dated 8-1-1999. Aggrieved from impugned order dated 8-1-1999, the workman preferred a appeal before Appellate Authority on 27-02-1999, which was rejected vide order dated 1-5-2001.

4. The workman's union, in its statement of claim has alleged that the management of FCI did not provide all the documents, requested by the workman vide his letters dated 3-11-1998 and 9-11-1998 required by him for giving effect reply to the charge sheet; but provided only few of them. Further it has been submitted by the workman's union that the Disciplinary Authority passed the impugned order dated 8-1-1999 without taking into consideration his reply and complying provisions contained in Regulation 60(1) (d) of FCI (Staff) Regulations, 1971. Furthermore, it has alleged that the Appellate Authority too neither afforded the workman opportunity of personal hearing nor considered the appeal in accordance with law and rejected the same illegally, vide their order dated 1-5-2001. Accordingly, the workman's union has prayed that impugned penalty order dated 8-1-2001 and appellate order dated 1-5-2001 be set aside with all consequential benefits to the workman concerned.

5. The management of FCI has specifically denied the allegations of the workman's union by filing its written statement and has submitted that the workman was given full opportunity to inspect all documents which were required by him for his defence and he availed the same. Further, the management of FCI has submitted that the Disciplinary Authority as well as Appellate Authority went through all the facts and circumstances of the case and considered reply of the charge sheet and appeal respectively, before passing impugned orders of penalty dated 8-1-1999 and that of appeal dated 1-5-2001 and the said orders are just and speaking orders. Accordingly, the management of FCI has prayed that the claim of the workman's union be rejected without any relief to the workman concerned.

6. The workman's union has filed rejoinder whereby it has only reiterated its averments in the statement of claim and has not introduced any new fact.

7. The workman's union has filed documentary evidence in support of its case whereas the management has filed none. The workman's union examined the workman whereas the management examined Sh. A.K.Marwah, Asstt. General Manager (Vig) in support of their respective stands. Both the parties availed opportunity of oral as well as written submissions.

8. The learned representative on behalf of the workman has challenged the validity of the order of the disciplinary authority as well as appellate authority on the grounds that for filing reply, the workman was not provided documents as required by him in his application dated 03-11-1998, thus the denial of relevant documents is violation of principle of natural justice. He has also contended that no documents have been referred in the charge sheet. Further, charges leveled against the workman are vague & issues raised by the workman in his reply have not been considered and recorded no specific finding

was given on alleged misconduct. Thus, order is in violation of Rule 61 (1) (c) & (d) of Regulation. The disciplinary authority has wrongly shifted burden of proof on the workman to prove that weight was not manipulated at Weigh Bridge and weight recorded was actual weight of the stock. He has further contended that the disciplinary authority has given the findings on charge which was not in the charge sheet. The Appellate Authority has also not given opportunity of personal hearing to the workman and not dealt with the contentions raised by the workman in appeal. In support of his contentions he has placed reliance on the following case laws;

1. 2007 1 SCC (L&S) 254 Govt. of A. P. Vs Venkatanadu,
2. 2000 SCC (L&S) 85 Hardwari Lal vs State of U. P.
3. 1986 SCC(L&S) 383 Ram Chandra vs Union of India.

9. Per contra, the learned representative on behalf of the FCI has submitted that reference is misconceived and bad in law. It is also not maintainable on the ground of alternate remedy as the workman has not availed the alternate remedy of review. The amount of recovery has already been recovered from the workman. He has also submitted that the request of the workman for inspection of the document was allowed and he had inspected all the documents and copies of available record were provided in him. The issues raised by the workman have been recorded in the impugned order and the same were duly considered. The disciplinary authority has passed detailed and speaking order. The Appellate Authority has also considered all issues raised by the workman in his appeal thus, there is no illegality in the impugned orders.

10. I have given my thoughtful consideration on the rival submissions made by both the sides.

11. The workman has stated in his affidavit that he made request to provide 8 documents vide his letter dtd. 13-11-1998(3/4) for filing his reply to the charge sheet but only 4 documents out of 8 documents required by him were provided. He has also filed copy of his application dtd. 09-11-1998 addressed to Sr. RM, FCI wherein it is mentioned that he inspected some record available at Sahajahanpur but the weigh bridge card/slips, weigh bridge report and copy of committee report at Madudian, Varanasi were not available there and requested either to provide the copies or allow him to inspect the said record. The workman has stated that the documents required by him were very relevant to prove his innocence but no heed was given to his request therefore, he had to file reply to the charge sheet on 3-12-1998 without required documents.

12. The management witness has stated that the documents which were required by the workman for enquiry had been provided to the workman but in cross examination

he was unable to reply whether the documents required by the workman were made available to him or not. He has only stated that as per order dtd. 8-01-1999 (3/5), the workman was allowed to inspect the documents. As regards documents mentioned in the application of the workman dtd. 9-11-98 (3/6) he also could not reply whether the documents required by the workman i.e. weigh bridge cards/slips weigh bridge report and copy of the committee report were made available or not to the workman for inspection.

13. It is evident from the evidence on record that vide application dtd. 3-11-98 (3/4) the workman made request to inspect 8 documents mentioned in the list and he had inspected documents on 03-11-1998 and 05-11-1998 as per certificate dtd. 6-11-98 (3/5) subsequently, he submitted an application dtd. 03-11-1998 wherein he made request either to provide copies or allow him to inspect the weigh bridge card/slips, weigh bridge report and copy of committee report for submitting proper reply of the charge sheet. It reveals from the workman's reply dated 03-12-1998 (3/7) that subsequently photo copies of committee report dated 18-7-1997 and weigh bridge card/slips and weigh bridge report of wagon No. ER 52952 were received by him.

14. The workman has not made any grievance in his reply as regard not providing copies of the documents at serial no. 2 to 5 mentioned in his letter dtd. 03-11-1998(3/4) but he has categorically mentioned that photo copies of weigh bridge card/slips of only wagon no. ER 52952 was provided whereas he made request to provide weigh bridge cards/slips and weigh bridge report of all 38 wagons.

15. In the charge sheet allegation against the workman was for abnormal transit loss found in stock of the 38 wagons, therefore, it can not be said that weigh bridge card/slips for remaining wagons were not relevant, further, the management witness A.K. Marwah has not stated that required documents were provided or declined on account of irrelevancy or any order in this regard was ever passed before making impugned order. The workman has stated in his reply that since slips of only one wagon no. ER 52952 was provided it shows that entire stock was not weighted at weigh bridge.

16. Sub clause (1) (a) of the Regulation 60 envisages that even in the matter of minor penalty reasonable opportunity of making representation shall be given to the delinquent and for effective representation it was imperative on the part of the disciplinary authority to provide the copies of all the relevant documents pertaining to charge sheet or to allow him to inspect such documents. Although, the disciplinary authority in its impugned order dtd. 02-01-1999 has referred the contention of the workman for not providing documents, but he has not recorded any findings on the crucial contention. Therefore, there is substance in the contention raised by the learned representative on

behalf of the workman that due to non supply of all required relevant documents workman could not give his effective reply and resultantly it has caused prejudice to the workman and non supply of documents for effective reply is violative of principle of natural justice & regulation 60 of the Regulation 1971.

17. Now it is to be seen whether disciplinary authority has not considered the representation given by the workman and impugned order is non reasoned and non speaking.

18. It is not disputed that the workman Sh. K.D. Agarwal, A-II(D) was functioning as such at FSD, Roza, Shahjahanpur during 1994-95 and relevant time posted Union No. 6 at FSD, Roza to supervise received/dispatch of food grains. It is also not disputed that wheat rake contains 38 wagons 2380 bags was loaded on 11/12-7-1994 from FSD, Roza, Shahjahanpur for FSD, Maduhadeen which unloaded on 14-07-1994. It is also not disputed that 4200 bags were loaded from godown under his charge to Rail head, Shahjahanpur to load rake of wheat for Varanasi and the stock was weighed on 100% through weigh bridge situated in the depot premises of FSD, Roza and printing system of weigh bridge are not in working order and weight was recorded manually.

19. The allegations against the workman in charge sheet is that deliberately allowed to move the truck without any escorting/ security from depot to railhead, Shahjahanpur neglecting instructions given by DM, FCI, Shahjahanpur vide letter dated 25-02-1994 and abnormal transit loss was observed. It is further alleged that as such the workman manipulated weight in connivance with staff posted at FSD, Roza for his personal gain and to minimize the storage loss and thereby causing financial loss to the FCI for his personal gain.

20. The main contention raised by the workman in his reply to the charge sheet is that Sh. Ashraf Ali, AG (D) was incharge of weigh bridge and he was working under direct control of AM(D) therefore he was only responsible for working over weigh bridge and above rake 4200 bags were loaded and dispatched from the unit under supervision of AM(D) Roza and other officers who had checked and verified at FSD, Roza weigh bridge, Shahjahanpur. He further contended that duty of unit was only load bags into the trucks and to hand over to handling transport contractor or his authorized representative under proper acknowledgement. Further, extra security guard for escorting was not provided by the DM, FCI, Shahjahanpur even after repeated request. In support of his contention he also submitted documents 3/9 to 3/34 and also raised some other crucial contentions including non supply of required documents. Some of them have been referred in the impugned order but it reveals from the impugned order dated 08-01-1999 that there is no evidence as regards allegations of deliberately not escorting the truck and connivance of the workman with the other staff who actually

manually recorded the weight at weigh bridge. The disciplinary authority has not mentioned and reason for disagreeing with the contention and concluded that the workman failed to produce any documentary evidence that the weight was not manipulated at Weigh Bridge and weight recorded was actual weight of stock and he has held the workman responsible for alleged transit loss. Under regulation 60 of the Regulation 1971 the disciplinary authority is required to take the representation of the delinquent into consideration thereafter, to record findings on each imputation of misconduct. Here word 'consider' envisages objective consideration of the representation but upon perusal of the impugned order of the disciplinary authority it is evident that he has failed to take into consideration the crucial contention raised by the workman in his reply and he has not recorded his findings on the main ingredients of the alleged charge of misconduct, therefore, the impugned orders is non reasoned and in violation of regulation 60 of Regulation 1971.

21. Upon perusal of the impugned order passed by the appellate authority it reveals that the Appellate Authority has also not taken into consideration the contention of the workman regarding non supply of relevant document by the disciplinary authority and other crucial contention raised by him in his appeal and in his reply to the memo. The Appellate Authority has observed in its order that there was possibility that the workman had manipulated in recording the weight as the weigh bridge was functioning properly except trouble in printing the weight and weight was recorded manually and on the basis of the facts wagons were sealed intact and providing system of weigh bridge was defective there were chances of manipulation by the workman and chances on the basis of it he did not find the contention of the workman tenable, thus, only on the basis of possibility and chances of manipulation by the workman the appeal was rejected by impugned order dated 01-05-2001 the said order is based on assumption and presumption therefore, not sustainable.

22. In view of the above discussions the impugned order dated 08-01-1999 of disciplinary authority imposing penalty of stoppage of 3 annual increments without cumulative effect alongwith recovery of Rs. 12,000 and impugned order of Appellate Authority dated 01-05-2001 are not justified, therefore, the said impugned orders are set aside. If any recovery has been made on the basis of said impugned order dated 08-01-1999 the same be refunded to the workman within one month from the date of publication of the award. The reference under adjudication is answered accordingly.

23. Award as above.

LUCKNOW

09-04-2010

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2010

का.आ. 1347.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 150/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2010 को प्राप्त हुआ था।

[सं. एल-22012/186/2001-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 28th April, 2010

S.O. 1347.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 150/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 28-4-2010.

[No. L-22012/186/2001-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present : N.K.Purohit, Presiding Officer

I.D. No. 150/2002

Ref. No. L-22012/186/2001-IR(CM-II) dated 29-8-2002

BETWEEN

The State Secretary,
Bhartiya Khadya Nigam Karmchari Sangh
5-6, Habibullah Estate, Hazratganj
Lucknow

AND

The Sr. Regional Manager
Food Corporation of India
5-6, Habibullah Estate
Hazratganj, Lucknow

AWARD

07-04-2010

1. By order No. L-22012/186/2001-IR(CM-II) dated 29-08-2002 and subsequent corrigendum dated 09-08-2005 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of Sub section (1) and Sub section (2A) of Section 10 of the

Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bhartiya Khadya Nigam Karmchari Sangh, DC/3V Vibhuti Khand, Gomti Nagar, Lucknow and the Sr. Regional Manager, Food Corporation of India, DC/3V, Vibhuti Khand, Gomti Nagar, Lucknow for adjudication.

2. The reference under adjudication is ;

“Whether the action of the management of Food Corporation of India in imposing penalties upon Sh. A.K. Mehrotra vide order dated 14-8-1998 and 4-5-1999 were legal and justified? If not, to what relief the workman is entitled?”

“Whether the action of the management of Food Corporation of India in not considering the promotion of Sh. A.K. Mehrotra as AM (QC) while his juniors were promoted was legal and justified? If not, to what relief the workman is entitled?”

3. In brief, the case of the union is that two charge sheets vide memo dated 9-1-1996 and memo dated 4-12-1998 were served upon the workman Sh. A.K. Mehrotra TA-I. Union has alleged that the disciplinary authority has not considered the contention raised by the workman in his reply and impugned orders dated 14-08-1997 & 04-05-1999 have been passed arbitrary and illegal manner and without application of mind, therefore, they are liable to be set aside. The union has further alleged that appellate authority has also rejected the appeal filed against the impugned order dated 04-12-1998 by the workman vide order dated 15/16-9-2005 without affording opportunity of hearing to the workman and without assigning reasons for disagreeing with contentions raised by the workman in his appeal. Further, the seniority of the workman was at Sl. no. 335 at zonal seniority list but juniors to the workman have been promoted as AM(QC) vide order dated 11-9-2000 ignoring the workman without any reason. Non consideration of workman's illegal arbitrary therefore, it has prayed that FCI management be directed to promote the workman when his juniors were promoted and set aside the impugned penalty order as well as appellate order.

4. The FCI in its written statement has refuted the claim of the union and it has been submitted that name of the workman whose seniority at Sl.No. 335 was considered for promotion to the post of AM(T) against 2000 panel in the Zonal Promotion Committee held on 5-9-2000 but its recommendations were kept in abeyance due to penalty of increment upto 31-12-2001 the promotion order was released after expiry of the penalty. Further submitted that workman was involved in other minor penalty on 4-5-2000 it was decided by Sr. R.M. imposing penalty of 'censure' alongwith recovery of amount vide order dated 15-11-2000 since the workman remained under clouds of vigilance before and after of the Zonal Promotion Committee, he was not eligible for promotion against panel 2000 hence his

name was placed before ZPC on 1-12-2002 for promotion against the panel year 2001 and promotion of the official was released against 2001 according to the recommendation of the ZPC.

5. The union has examined the workman Sh. A.K. Mehrotra as witness and produced documents mention in the list W-35 dated 11-05-2009 but despite opportunity given to FCI, it failed to produce any witness in support of its case therefore evidence of FCI was closed on 01-02-2010.

6. Heard the arguments of both the sides and perused the relevant record.

7. The learned representative on behalf of the union has contended that in both the impugned orders the replies given by the Workman have not been considered and impugned orders are non reasoned and non speaking. The appellate authority has also not considered the contention raised by the workman and appellate authority has rejected the appeal without giving opportunity of personal hearing therefore, the said impugned orders are liable to be set aside.

8. Per contra, learned representative on behalf of the management has contended that reasons given by the workman in his reply have been taken into consideration and there is no illegality and infirmity in the said orders. He has also alleged that there is no provision to give opportunity of personal hearing before deciding appeal.

9. Admittedly, charge sheet memo dt. 9-1-1996 alongwith list of misconduct was served under Regulation 60 of FCI (Staff) Regulation 1971 upon the workman and reply dt. 21-3-96 of the said charge sheet was filed by him.

10. Upon perusal of the said impugned order dated 14-08-1997 it is also evident that it is an order in proforma cyclostyled wherein only the name and penalty have been filled up by the disciplinary authority. Regulation 60 is pertaining to procedure for imposing minor penalty and its clause (i) (d) envisages that no order imposing on an employee and of the penalty specified in clause (1) to clause (iv) of Regulation 54 of Regulation 1971 shall be made except after recording finding on imputation of misconduct or behavior. It is true that an order under said regulation need not contain elaborate reasons that does not mean the order of the disciplinary authority did not contain any reason at all. Whether there was application of mind or not can only be disclosed if reasons which lead to the conclusion are mentioned by the said authority. The findings under said regulation must contain some reasons at least to brief his disagreement with contention in the reply of the workman. The purpose of disclosure of reason is that unless they are disclosed a workman can not know whether the authority concerned has applied his mind to his reply also giving reasons to minimize chances of arbitrariness. It is also essential of rule of law and principle of natural justice.

11. Although, it is settled legal position that Tribunal would not interfere the findings of the disciplinary authority as a matter of course and Tribunal shall not sit as Appellate Authority or the orders of disciplinary authority and substitute its own conclusion by the disciplinary authority but this does not mean in all circumstances like present one where an order in cyclostyled proforma for imposition of penalty has been passed by the disciplinary authority the Tribunal can not interfere.

12. The workman in his representation dt. 21-8-96 raised numer of contentions but the disciplinary authority has not mentioned any specific contention raised by him. It is evident from the order of the disciplinary authority that it has been passed in a very casual manner without assigning any reason for disagreeing with the contentions raised by the workman. Thus, impugned order seems to be arbitrary non speaking and non reasoned and also in violation of Regulation 60 (1) of Staff Regulation 1971 therefore, the same is liable to be set aside.

13. Sofar as impugned order dated 4-5-1999 is concerned upon persual of the impugned order it reveals that the contention raised by the workman in his representation dated 2-2-99 to memo have been mentioned in the order itself and disciplinary authority has passed the impugned order after consideration of the same and for not accepting the contentions of the workman, reasons have been given therefore, there is no illegality and infirmity in the said impugned order dated 4-5-1999.

14. Upon persual of the Appellate order dt. 15-9-2004 it is evident that order has been passed after taking into consideration contentions of the workman and orders seems to be passed after application of mind and it is not non reasoned & non speaking therefore, contention of the learned representative on behalf of the union that the order is non reasoned and passed without application of mind is not sustainable. As regard opportunity of hearing before passing the said order is concerned, in Regulation 72 pertaining to consideration of appeal does not envisages that appellate authority shall pass the order after giving opportunity of hearing. In case of confirming the order of disciplinary authority opportunity of hearing is essential only in case where the Appellate Authority decide to enhance the punishment. In such case the appellate authority is required to give show cause notice to the employee as to why enhanced penalty should not be imposed upon him and to pass final order after taking into account the representation if any, submitted by the employee. Therefore, in the present case there was no legal requirement to afford opportunity of personal hearing to the workman before passing said impugned order dt. 15-9-2004 by Appellate. Authority. Admittedly, the penalty of recovery and stoppage of two annual increments for the year 2000 & 2001 without cumulative effect was imposed upon the workman vide order dated 4-5-1999 the workman

was under going penalty & appeal was pending. The workman has not been exonerated in the appeal.

15. Now the question which survives for consideration is whether the action of the FCI in not promoting the workman to the post of AM(QC) from 11-9-2000 is justified. In this regard the workman in his statement has stated that the promotion order in which he was not considered was passed on 11-9-2000. He has stated that he was at Sl.No. 335 and juniors to him have been promoted in the said order but in cross examination he has admitted this fact that at the time when promotions were considered and order dt. 11-9-2000 was passed promoting others his appeal against penalty imposed by the disciplinary authority was pending.

16. In such circumstances if the Zonal Promotion Committee held on 5-9-2000 has not considered the promotion of the workman against panel 2000 due to pending of appeal it can not be said that the action of the FCI was unjustified. Thus, contention of the learned representative on behalf of the union that juniors to the workman have been promoted as AM(QC) vide order dt. 11-9-2000 ignoring the workman without any reason is also not sustainable.

17. Accordingly, in view of the above discussion the reference under adjudication is answered as under:

(i) The impugned order dated 14-08-1997 imposing penalty of recovery is set aside. Amount recovered as penalty under said order be refunded to the workman within three months from the date of publication of award.

(ii) Impugned order dated 04-05-1999 passed by the disciplinary authority and impugned order of the appellate authority passed on 15-09-2004 are justified & legal.

(iii) The action of the management in not promoting the workman Sh. A.K. Mehrotra to the post of AM(QC) from 11-9-2000 is not unjustified.

18. Award as above.

Lucknow N.K. PUROHIT, Presiding Officer
07-04-2010

नई दिल्ली, 28 अप्रैल, 2010

का.आ. 1348.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचात (संदर्भ संख्या 32/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2010 को प्राप्त हुआ था।

[सं. एल-22011/2/2008-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 28th April, 2010

S.O. 1348.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.32/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 28-04-2010.

[No. L-22011/2/2008-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present : N.K.Purohit, Presiding Officer

I.D. No. 32/2008

(Ref. No. L-22012/2/2008-IR(CM-II) dated 26-5-2008)

BETWEEN

The State Secretary,
Bhartiya Khadya Nigam Karmchari Sangh
TC/3V Vibhuti Khand, Gomti Nagar
Lucknow

AND

1. The Chairman-cum-Managing Director
Food Corporation of India, 16-20,
Barakhamba Lane, New Delhi-110001
2. General Manager (U P)
Food Corporation of India, DC/3V Vibhuti Khand
Gomti Nagar, Lucknow
3. The Executive Director (North)
Food Corporation of India, Plot No. 2A, 2B
Sector 24, NOIDA (U.P.)
4. The Sr. Regional Manager
Food Corporation of India, Elite Building
Civil Lines, Jhansi

AWARD

13-04-2010

1. By order No. L-22011/2/2008-IR (CM-II) dated 26-05-2008 and subsequent corrigendum dated 10-12-2008 the Central Government, Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of Sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bhartiya Khadya Nigam Karmchari Sangh, DC/3V Vibhuti Khand, Gomti

Nagar, Lucknow and the Chairman cum Managing Director, Food Corporation of India, 16-2-Barakhamba Road, New Delhi & others for adjudication.

2. The terms of reference under adjudication are as under :

“Whether the action of the management of Food Corporation of India in imposing penalty of Recovery of Rs. 26,093 on Shri Shambhoo Dayal Against the charges of storage loss of rice is legal and Justified?”

“Whether the action of the management of Food Corporation of India in imposing penalty of recovery of Rs. 9,000/- on Shri Shambhoo Dayal against the charges of storage loss of wheat is legal and justified?”

3. It is admitted case of the parties that the workman, Shambhoo Dayal, Asstt. Grade-I (D) was served upon a charge sheet dated 29-11-2005 under Regulation 60 of Staff Regulations 1971 for alleged storage loss and thereby contravening Regulation 31 & 32 read with 32-A of FCI Staff Regulation, 1971. The workman submitted his reply dated 20-12-2005 to the said charge sheet and he was imposed a punishment of recovery of Rs. 26,093 vide impugned order dated 07-07-2006. Aggrieved from impugned order dated 07-07-2006 the workman preferred an appeal which was rejected vide order dated 31-03-2007 and also, his review petition dated 08-06-2007 was rejected vide order dated 25-02-2008. Further, the workman was served another charge sheet dated 06/20-03-2006 for alleged storage loss, which was replied by the workman vide his reply dated 28-03-2006 and he was imposed penalty of recovery of Rs. 9000 vide impugned order dated 20-06-2006. The appeal filed by the workman against impugned order dated 20-06-2006 and his review petition were rejected by the management vide appellate order dated 27-03-2007 and review order dated 05-07-2007.

4. It has been alleged by the workman's union that the management of FCI passed the impugned orders dated 07-07-2006 and 20-06-2006 without considering the replies submitted by the workman to the respective charge sheets in as much as the appellate orders dated 31-03-2007 and 27-3-2007 and review orders dated 25-02-2006 and 05-07-2007 on his respective review petitions were passed by the management without considering the facts/contentions raised by the workman in his respective appeals and review petitions, thus, the same are illegal and arbitrary being unreasoned and non speaking. Further it has been alleged by the workman's union that the workman was not given any opportunity for personal hearing. Accordingly the workman's union has prayed that the impugned orders of penalty dated 07-07-2006 and 20-06-2006 and appellate orders dated 31-03-2007 and 27-03-2007 may be set aside with consequential benefits to the workman concerned

5. The management of FCI has specifically denied the allegations of the workman's union and has submitted that the replies submitted by the workman were thoroughly examined by the Disciplinary Authority along with the relevant records of the case, and the Appellate and Reviewing Authority have also gone through the contents of charge sheets penalty orders/appellate orders and relevant documents before rejecting his appeals and review petitions respectively and there is no infirmity in them as they are just and passed as per provisions of FCI (Staff) Regulations, 1971. Further it has been submitted by the management that there is no provision in FCI (Staff) Regulations, 1971 for giving the opportunity of personal hearing under minor penalty case before deciding the appeal; and accordingly, the management of FCI has prayed that the claim of the workman's union be rejected without any relief to the workman concerned.

6. The workman's union has filed rejoinder whereby it has only reiterated its averments in the statement of claim and has not introduced any new fact.

7. The parties filed documentary evidence in support of their respective cases. The workman's union examined the workman whereas the management examined Sh. Syed Safique, Manager (Vigilance) in support of their respective stands.

8. Heard learned representatives of both the parties and perused all relevant material on record.

9. The workman Sh. Shambhoo Dayal has stated in his statement that the disciplinary authority has not considered the issues raised by him in his reply to the charge sheet. The opposite party has failed to give any scientific norms for assessment of storage losses as per letter dated 28-09-2007 moisture contents and weight gains/losses should have been considered as per formula given in the said letter. He has also stated that actual losses were less than justified losses on account of diage of moisture contents apart from losses on account of other factors but the opposite party has failed to consider that the losses were justified. He has further stated that in view of the letter dt. 12-02-2008 of FCI since there was no allegations of theft/pilferage. No penalty of recovery should have been imposed. He has also stated that the orders of disciplinary authority as well as appellate authority/reviewing authority are non reasoned and non speaking and has been passed arbitrarily and the same in violation of regulation 60 & 72 of Staff Regulation, 1971. In cross examination he has admitted that he is facing around 12 charge sheets of storage losses and he is being harassed and penalties have been wrongly imposed upon him. The workman has filed photo copies of documents as regard uniform specification of wheat & rice (14/1 & 14/2) vide list C-14 dt. 03-10-2008 & vide list M-15 dt. 12-01-2009 filed documents pertaining to specification of moisture storage losses etc. (15/1 to 15/4) in support of his statement.

10. In rebuttal, the management witness Sh. Sayed Safique, Manager(Vigilance) has stated that the workman could not submit reasonable justifications for storage losses alleged in the charge sheets, therefore, penalties of recovery have been rightly imposed upon him. The disciplinary authority as well as appellate/reviewing authority have passed very clear and speaking order in accordance with the regulation of FCI Staff Regulation 1971. In support of its case the FCI has filed photo copies of documents statement showing operational shortage in storage of FSD, Jhansi during Jan 1998 to Sept. 1998 (18/1 to 18/8).

11. Thus, for adjudication of the reference, the relevant question arises for consideration are whether the disciplinary authorities have passed impugned orders after following procedure of minor penalty under regulation 60 and whether the appellate authority and reviewing authority order's are in consonance with the provision of regulation 72 & 74 respectively.

12. The learned representative on behalf of the workman has submitted that no document has been mentioned in the charge sheets served upon the workman as such it is a case of no evidence however, documents which were used against the workman have not been provided. In support of his contention he has referred *Kuldeep Singh vs Commissioner of Police, 1999 SCC (L&S) 429* but there is no substance in the above contention. The workman had neither made any request before filing his reply that any document should be provided to him for his reply nor he had raised any such objection in his reply and appeal. The case law cited is pertaining to domestic enquiry for major penalty whereas in minor penalty has been imposed without enquiry under Regulation 60. Moreover, the workman has not shown what prejudice has been caused to him. Thus, the contention is not tenable.

13. The learned representative on behalf of the union has argued that impugned orders of the disciplinary authority are non speaking and non reasoned and the same have been passed without considering the contention raised by the workman, similarly the Appellate Authority has also not considered the contention raised by the workman in his appeal. The appellate authority and reviewing authority have not provided opportunity of hearing and they have also passed orders without considering the contentions of the workman, therefore, all the impugned orders being arbitrary and illegal are liable to be set aside.

14. Per contra, learned representative on behalf of the management has urged that reasonable opportunity of submitting representative against the charge sheet was provided to the workman and inspection of relevant documents was also granted him. The disciplinary authority as well as appellate authority and reviewing authority have passed respective impugned orders after considering the

contentions raised by the workman. The impugned orders are well reasoned and speaking orders and there is no infirmity or illegality in the said orders.

15. Indisputably, the charge sheets dt. 29-11-2005 and dt. 6/20-3-2006 for alleged storage losses were served upon the workman under Regulation 60 under Staff Regulation 1971 and penalties of only recovery have been imposed vide impugned orders dt. 07-07-06 and 20-06-06, which is a minor penalty under Regulation clause (iii) of Section 54.

16. Regulation 60 of the FCI (Staff) Regulation 1971 envisages that no order of imposing penalty on an employee any of the penalties specified in clause (1)(iv) of Regulation 54 shall be made except after informing the employee in writing of the proposal to take action against him and all the imputation of misconduct or misbehaviour on which it is proposed to be taken after giving him a reasonable opportunity to making representation. In such matter to hold an enquiry in the manner laid down in Sub Regulation 3 to 23 of Regulation 58 is discretionary and the same is to be held only when disciplinary authority is of the opinion that such enquiry is necessary. After filing representation it is required that authority after taking into consideration of such representation shall record his findings on imputation of misconduct or misbehavior.

17. Admittedly in the present case, the information in writing of the proposal to take action against the workman alongwith imputation of misconduct was served upon him and opportunity of representation was also provided to him. Thus, it is to be seen only whether the disciplinary authority has passed the impugned orders after taking into consideration the representation given by the workman and after recording findings on imputation of misconduct as required under Regulation 60.

18. The allegation in the charge sheet dt. 29-11-2005 was that workman who was AG-I and posted FSD, Jhansi during the period 1996 to Sept. 1998 did not maintain the stock properly which resulted in high storage loss.

19. In impugned order dated 7-7-2006 the disciplinary authority has mentioned the contentions raised by the workman in its order but he did not find the points of representation convincing for that he has given following reasons:

"As per instructions the moisture content is to be recorded jointly but he has pointed out that the TA has not recorded the moisture content jointly. The CP has not brought out as to why he has not recorded the moisture content jointly. As regard birds/rodents/droppable he has not pointed out whether any remedial or corrective measures have been taken. Sri Shambhoo Dayal, AGI(D), as the custodian of stock was required to ensure that the stock is maintained and effectively to avoid losses to be

Corporation but he has failed to carry out his allotted assignment and due to his negligence abnormal storage losses occurred in the rice stock. However, after taking into account the driage of moisture content and period of storage a quantity of 40,98,200 qtls. amount to Rs. 26,093.00 remained unjustified."

20. It is evident from the said impugned order that contention raised by the workman have been considered and findings on impugned of alleged misconduct have been recorded by the disciplinary authority. Therefore, the impugned order is in consonance with the requirement of regulation 60 of the Regulation 1971.

21. So far as the conclusion drawn by the disciplinary authority is concerned, it is settled legal position that Tribunal can not sit as appellate authority and substitute its own conclusion in place of conclusion drawn by the disciplinary authority.

22. The contention of the learned representative of behalf of the union that appellate authority has not provided opportunity of hearing, therefore, impugned order dt. 21-03-1997 passed by the appellate authority is libale to be set aside is not sustainable. Regulation 72 is pertaining to consideration of appeal and it does not envisages that appellate authority shall pass the order after giving opportunity of hearing. In case of confirming the order of disciplinary authority, opportunity of hearing is essential in case where the appellate authority decides to enhance the punishment. In such case the appellate authority is required to give show cause notice to the employee as to why enhancement of penalty should not be imposed upon him and to pass final order after taking into account the representation if any, submitted by the employee, therefore, in the present case there was no legal requirement to afford opportunity of personal hearing to the workman before passing said impugned orde dt. 31-3-1997.

23. The contention of the learned representation of the union that impugned orders of the appellate authority dt. 31-3-1997 as well as impugned order of reviewing authority dt. 25-2-2008 are non reasoned and non speaking is also not tenable. The appeal against the said impugned order of disciplinary authority was rejected by the appellate authority vide order dt.31-3-1997 in the said order the contentions raised by the workman in appeal have been referred and after considering the same appellate authority has rejected the same with following observations;

" The appellant has mainly contended that un-established and un-substantiated charges were levelled against him. Despite reling on realistic factors responsible for occurnce of storage loss, the Disciplinary Authority has imposed penalty upon him. Out of six rice cases 5 cases have been written off in the same year 1998-99. The remaining one case of 1998 could not be considered even after completion of 5 years, no investigation. regularization

conducted but responsibility fixed upon him. The concerned T.A. obviously failed to carryout the desired remedial/ curative measure to control birds & rat trouble. However he has stated driageof Moisture Content and period of storage etc are responsible for storage loss. From the records it has been observed that as per instrcution the Moisture content is to be recorded jointly by the T.A. and depot official. He has not taken any remedial/corrective measures to control birds and rodent trouble. He has failed to maintain the stocks properly and effectively so as to avoid losses to the Corporation. Due to his negiligence abnormal storage loss occurred in the rice stock. However the storage loss committee has after taking into consideration of driage of moisture content and period of storage a qty of 40,98,200 qtls observed as unjustified Storage Loss. Which valuing Rs. 26,093. He has not tendered anything new in his appeal which may support him. As such appeal being devoid of merit is liable for rejection."

24. Similarly the reviewing authority has also rejected the review application dt. 25-2-2008 mentioning following reasons;

" I have gone through the Review Petition preferred by Sh. Shambhoo Dayal, AG-I(Depot), ibid orders of Disciplinary and Appellate Authorities, all connected records leading to the case. It is observed that the petitioner while posted and functioning at FSD Jhansi during the year 1996 to 9/1998 has been made accountable for abnormal storage loss of 40,98,200 qtls. valuing Rs. 26,093/-. The petitioner being custodian of the stock has not taken any remedial/corrective measures to avoid storage loss and moisture contend was not recorded jointly. Therefore, he can not be absolved himself from the responsibility of such lapses which caused abnormal storage loss. Moreover, he has not raised any new points in his Review Petition.

25. The appellate authority under regulation 72 is required to consider whether the procedure laid down under regulation has been complied with and after considering the circumstances of the case to make such order as it may deemed just and equitable sub regulation (3) of regulation 74 envisages that application for review shall be dealt with in the same manner is it were appeal under these rules.

26. Upon persual of the impugned order of appellate authority dated 31-3-1997 as well impugned order of reviewing authority dt. 25-2-2008 it is evident that said orders have been passed after taking into consideration the contention of the workman and reasons have been assigned for disagreeing the same thus, it can not be said that the said impugned orders of above authorities are non reasoned and non speaking, therefore, there is no substance in the contention of learned representative in this regard.

27. The second charge sheet dt. 6-3-2006 along with statement of imputation of misconduct was served upon the workman for said charge sheet the allegations against the workman was regarding manipulation in the record in connivance with other depot/technical staff of show it as storage loss to hide his misconduct in contravention of Regulations 31, 32 and 32A of FCI Staff Regulation 1971.

28. The workman in his reply dt. 28-2-2006 contended that he did not commit alleged misconduct. The stock in question was received somewhere on 6-8-99 whereas he had taken charge in the month of March 2002 after lapse of more than two & half years therefore it was difficult for him to explain the position of the stock at that times due gradation of moisture is an natural phenomena because long period of storage. He also raised certain other contentions in this regard but the disciplinary authority has passed impugned order dt. 20-6-2006 in a very casual manner which is evident from the following order itself;

“Charge sheet issued to him and other documents associated with the case, driage of moisture content and other invisible losses, came to the conclusion that Sri Shambhoo Dayal, AG.I (D) has been found guilty of the charges levelled against him and his reply has not been found satisfactory. He could not justify storage loss in wheat beyond 0.5%.”

29. The above order reveals that the disciplinary authority neither considered contentions raised by the workman nor gave any findings on alleged misconduct in th charge sheet that the workman manipulated the record in connivance with other staff to hide storage loss. He has not recorded any findings on the above alleged charge thus, the order of the disciplinary authority being non reasoned and non speaking is in violation of regulation 60 of the Regulation 1971 as well as principle of natural justice.

30. The appellate authority as well as reviewing authority have also not taken into consideration that under regulation 60, disciplinary authority has neither considered the contentions of the workman nor he has recorded his findings of the imputation of alleged misconduct that the workman manipulated record with connivance of the staff of hide alleged storage loss & their findings were only as regards this fact that storage loss were found in the higher side. Further, there is no reference of any record in the imputation of misconduct said to be allegedly manipulated by the workman. The appellate authority in its order dt. 27-3-2007 observed that “ the disciplinary authority has already given operational cushion of 0.5% towards operational loss and only thereafter the responsibility has been fixed upon the workman. The disciplinary authority in his penalty order also held that losses on account of moisture contents and other individual losses upto the extent of 1.57%”. Similarly, the reviewing authority has also observed that “ plea taken by the

workman that storage loss have been found due to longer storage period driage MC, Bundelkhand being hot and bird/squirrels is not tenable as all these factors have been considered by the disciplinary authority” whereas it is evidence from the order of the disciplinary authority dt. 20-6-2006 that neither he has referred any contention raised by the workman nor he has recorded his findings on the alleged misconduct after mentioning the reasons for disagreeing with the plea taken by the workman. It was imperative on the part of the appellate authority as well as reviewing authority to consider whether the procedure laid under regulation 60 for imposing minor penalty has been followed or not by the disciplinary authority but they have failed to do so & they have not taken into consideration that there was no findings on the alleged misconduct of manipulating the record with connivance with the other staff malafidely to hide storage loss, thus, the order of the appellate authority as well as reviewing authority are also non reasoned and non speaking.

31. In view of the above discussions the action of the management of FCI in imposing penalty of recovery of Rs. 26,093 upon the workman against the charge of storage loss of rice is justified but the action of the management of FCI in imposing penalty of recovery of Rs. 9000/- on Sh. Shambhoo Dayal workman against the charges of storage loss of wheat is not justified. If any recovery has been made under the impugned order dt. 20-06-2006, the same may be refunded to the workman within two months from the publication of this award.

32. The reference under adjudication is answered accordingly.

33. Award as above.

LUCKNOW
13-04-2010

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2010

का.आ. 1349.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 35/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2010 को प्राप्त हुआ था।

[सं. एल-42011/39/2006-आई आर (डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th April, 2010

S.O. 1349.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No.35/2006) of the Central Government Industrial Tribunal-cum-Labour Court No.-1, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 28-04-2010.

[No. L-42011/39/2006-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R.K.YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT No. 1,
NEW DELHI**

I.D. No. 35/2006

Shri Upender Kumar, Through
The General Secretary,
All India CPWD (MRM)
Karamchari Sangathan,
House No. 4823, Gali No. 13,
Balbir Nagar Extension,
Shahdara, New Delhi-110032.

.....Workman

Versus

The Executive Engineer,
Electrical Division-3,
CPWD, I.P.Bhawan,
New Delhi.

....Management

AWARD

Shri Upender Kumar, Son of Shri Shanker Lal Sharma, joined services with CPWD as Plumber on muster roll w.e.f. 2-2-1982. He passed trade test for that post in the year 1990. The Superintending Engineer, Co-ordination Circle (Elec.) issued orders for regularization of his services, vide letter No. 10(13)/SE, Coord. (Elect.)/E-6/923817 dated 14-12-92 which letter was dispatched to K Division, CPWD. Since the claimant was already transferred to Electrical Division-IV from K Division, the Executive Engineer, Division returned the letter. Unfortunately, the letter never reached Electrical Division IV and services of Upender Kumar could not be regularized. His demand in that regard was not considered by the authorities. He raised a dispute before the Conciliation Officer, through All India CPWD (MRM) Karamchari Sangathan, for regularization of his service. Management took a stand that his services can not be regularized, hence conciliation proceedings failed. Resultantly, the appropriate Government referred the dispute to this Tribunal for adjudication, vide Order No.L-42011/39/2006-IR (DU), New Delhi dated 31-10-2006 with the following terms:

"Whether the demand of the All India CPWD (MRM) Karamchari Sangathan for regularization of services of Shri Upender Kumar, Plumber w.e.f. 28-2-83 is legal and justified? If so, to what relief the workman is entitled to?"

2. In the claim statement Upender Kumar pleads that he joined services with the management as Plumber on 2-2-1982. He served continuously and rendered 240 days service in every calendar year. He was transferred to Electrical Division IV from K Division vide order dated 13-11-92. Regularization of his services were ordered by the Superintending Engineer, Coordination Circle (Electrical) vide order dated 14-12-92, which orders were not implemented by the authorities. His name appears at Sl. No. 284 of the seniority list, issued by the Superintending Engineer Coordination Circle (Electrical) who is the Competent Authority in that regard. He made demand for regularization of his services, which demand was declined in an arbitrary manner. He claims regularization of his services w.e.f. 28-2-1983, with all consequential benefits.

3. Contest was given to the claim statement pleading therein that the workman had filed OA No. 2223/2006 in CAT, PB, New Delhi titled as Upender Kumar Vs. U.O.I. praying for identical relief, which was declined. Hence the present claim is not maintainable and liable to be dismissed. Management projects that the workman did not fulfil requisite qualification for highly skilled artisan, hence not entitled to be promoted to that category. The claim petition is liable to be dismissed in view of the precedent in Uma Devi (2006(4) SCC 1). Management submitted that workman was transferred from K Division to ED -IV vide letter No. 10(372)/912/KD 3234 dated 29-12-1992. In Electrical Division, there is no post of plumber. His post has been redesignated by D.G.(W), vide letter No. 19/166/2001-EC-X dated 15-3-2005, as Casual Mechanic. His claim for regularization of his services is liable to be rejected, claims the Management.

4. Workman has examined himself in support of his claim. Management examined Mrs. Banani Banerjee (MW1) and Shri S.P.Sakarwal (MW2) in support of its defence. During the course of adjudication, parties reached a amicable settlement. Ms. Banani Banerjee, Head Clerk, Electrical Division No. 18, again made a statement on oath that the matter has been amicably settled. Claimant has been regularized on the post of Plumber w.e.f. 18th of December, 1992. Appointment letter has been issued to the claimant in this regard, copy of which letter is Ext. M 1. He has been relieved by Executive Engineer, Electrical Engineer, Electrical Division-III CPWD to join his new assignment vide order Ex. M 2. He has joined in the office of Executive Engineer (Civil), Civil Building Maintenance Division No. 223, G.T.B. Hospital, Shahdara and copy of

his joining report is Ex. M3. Letter dated 9-4-2010 was issued by Section Officer, E.C.-X, Directorate General of Works, CPWD, New Delhi, copy of which letter is Ex. M4.

5. Workman admitted that he has been regularized as a Plumber w.e.f. 18th of December, 1992. He unfolds that he has joined the said post. He presents that since December, 92 till date he had rendered 18 years service as a Plumber, hence entitled for A.C.P. after passing a departmental test. In view of facts detailed by Mrs. Benani Banerjee and the claimant, it is evident that his claim for regularization of his services stands satisfied.

6. There is other facet of the coin. Circular No. 29/77/2000-ECX, New Delhi dated 26-6-2006 was issued by the Director General (Works), CPWD, in respect of payment of gratuity to its casual, hand receipt and muster roll workers under Payment of Gratuity Act. The said circular makes it clear that the matter was examined in consultation with the Ministry of Urban Development and Ministry of Labour and it was clarified that the Act is applicable to casual, muster roll, hand receipt and daily rated workers of the CPWD. Consequently all ADVs, CS, SCS, SC, Coordination, Executive Engineer, Directorate of Horticulture, Additional Directorate of Horticulture, Deputy Director of Horticulture, All Deputy Welfare Labour Commissioners and Assistant Labour Welfare Commissioners were advised to make payment of gratuity to casual muster roll, hand receipt and daily rated workers of CPWD as admissible under the Act. It was further mentioned therein that the current/pending court cases on the similar issue may be defended or got settled accordingly. Therefore, it is evident that the management admits the claim of all casual muster roll, hand receipt or daily rated workers of the CPWD for payment of gratuity under the Act.

7. Whether service rendered by the workman, which was paid from contingency, can be counted towards pension? For an answer, provisions of CCS Pension Rules, 1972 (in short the Rules) are to be considered. Rule 14 of the said Rules makes provision in that regard. It emerge out of the provisions of Rule 14 that periods of service paid from contingencies do not count as qualifying service for pension. However Government of India took a decision in May, 1968 and an office memorandum was issued on 14-5-1968, wherein it is detailed that in some cases, employees paid from contingencies, employed in types of work requiring services of wholtime workers and are paid on monthly rates of pay or daily rates computed and paid on monthly basis and on being found fit brought on to regular establisment. The question whether on such cases service paid from contingencies should be allowed to count for pension and if so to what extent has been considered in the National Council and in pursuance of the recommendation of the Council, it has been decided that half the service paid from contingencies will be allowed to

count toward pension at the time of absorption in regular employment subject to the following conditions viz.—

- (a) Service paid from contingencies should have been, in a job involving whole-time employment (and not part-time for a portion of the day).
- (b) Service paid from contingencies should be in a type of work or job for which regular posts could have been sanctioned, e.g., malis, chowkidars, khalasis, etc.
- (c) The service should have been one for which the payment is made either on monthly or daily rates computed and paid on a monthly basis band which though not analogous to the regular scale of pay should bear some relation in the matter of pay to those being paid for similar jobs being performed by staffs in regular establishments.
- (d) The service paid from contingencies should have been continuous and followed by absorption in regular employment without a break.
- (e) Subject to the above conditions being fulfilled, the weightage for past service paid from contingencies will be limited to the period after 1st January, 1961 for which authentic records of service may be available. Reference can be made to office memorandum No. G.I., M.F., O.M. No. 12(1)-EV/68, dated the 14th May, 1968.

8. Here in this case it is not a matter of dispute that the workman, who was paid from contingencies, was performing whole time job with the management since the date of his appointment. He performed functions analogous to regular employees till the date of the regularization. His services with the management were continuous without any break. He satisfied all the conditions laid down in the aforesaid office memorandum issued by the Government of India. Hence, the management is under an obligation to comply the said office memorandum and count service of the workmen for the purpose of pension.

9. In view of the facts detailed above, it is evident that services of the workman stands regularized w.e.f. 18-12-92. Hence demand of All India CPWD (MRM) Karmchari Sangathan, for regularization of the services of the claimant as Plumber was found to be legal and justified. In the event of regularization of service of the claimant, the dispute in respect of his regularization has been satisfied. However, the management shall count services of the claimant, rendered by him as a muster roll employee for the purposes of gratuity and pension in view of the missives given in previous sections. An award is accordingly passed. It may be sent to the appropriate Government for publication.

19-04-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2010

AWARD

13-04-2010

का. आ. 1350.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार खादी एण्ड विलेज इण्डस्ट्री कमीशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 52/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2010 को प्राप्त हुआ था।

[सं. एल-42012/45/2000-आई आर(डी यू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th April, 2010

S. O. 1350.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.52/2000) of the Central Government Industrial Tribunal-cum-Labour Court Lucknow as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Khadi & Village Industry Commission, and their workman, which was received by the Central Government on 28-04-2010.

[No. L-42012/45/2000-IR(DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT, LUCKNOW

PRESENT

Sh. N.K. PUROHIT,

PRESIDING OFFICER

I.D.No. 52/2000

Ref. No.L-42012/45/2000-IR (DU) dated 21-06-2000

BETWEEN

Sh. Santosh Kumar through
Sh.Dhroov Narayan, Baral No. 16
Gomti Bandh, Hanooman Setu,
Lucknow-226001

AND

1. The Chairman.

Khadi Gramodyog Village Commission,
3 Erla Road, Vila Parle (West) Mumbai

2. The Director/Manager

Khadi & Gramodyog Village Industry
Commissioner, 6, Cantt. Road, Kaiserbagh
Lucknow

1. By Order No. L-42012/45/2000-IR (DU) dated 21-06-2000 and subsequent corrigendum dated 08-08-2001 the Central Government, Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of Sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Santosh Kumar through Sh. Dhroov Narayan No. 16, Gomti Bandh, Hanooman Setu, Lucknow and the Chairman, Khadi Gramodyog Village Commission, 3 Erla Road, Vila Parle (West) Mumbai-56 & others for adjudication.

2. The reference under adjudication is :

“WHETHER THE ACTION OF THE MANAGEMENT OF KHADI & VILLAGE INDUSTRY COMMISSION WAS JUSTIFIED IN TERMINATING THE SERVICES OF SH. SANTOSH KUMAR, SALESMAN FROM 4-6-95 ? IF NOT, TO WHAT RELIEF THE WORKMAN IS ENTITLED ?”

3. The facts of the case, in brief, is that workman Santosh Kumar was appointed as Salesman with the opposite party and accordingly, he worked as such up to 18-11-1993, continuously when he was removed and replaced by some other workman w.e.f. 19-11-1993 by the opposite party without assigning any reason. It has further been submitted by the workman that on repeated request he was again appointed as Salesman w.e.f. 14-09-1994 and he worked as such up to 03-06-1995 continuously for more than 240 days; but again his service were terminated w.e.f. 04-06-1995 without assigning any reason or notice or notice pay in lieu thereof or retrenchment compensation in violation of the provisions contained in Section 25F of the I.D. Act. 1947. It has been alleged by the workman that when his services were terminated other similarly situated and juniors were retained in the employment by the opposite party in contravention of the provisions contained in the Section 25G of the I.D. Act. 1947. Accordingly, the workman has prayed that he be reinstated with full back wages and continuity in service.

4. The opposite party has disputed the claim of the workman by filing its written statement; wherein it has submitted that the workman was never appointed on any post; rather his services were hired by the opposite party as casual labour as per requirement from time to time as and when required; and his claim of continuous working for 240 days is specifically denied by the opposite party. The opposite party has also denied retaining any workman junior to the workman. Accordingly, the opposite party has submitted that it has not contravened any of the provisions of the I.D. Act, 1947 and has prayed that the claim of the workman be rejected without any relief to the workman.

5. The workman has filed rejoinder whereby it has only reiterated its averments in the statement of claim and has not introduced any new fact.

6. The parties filed documentary evidence in support of their respective cases. The workman examined himself as well as on Sh. Daya Shankar, Dy. Director/Manager (Retd.) whereas the management examined Sh. Om Prakash, Dy. Director in support of their respective stands.

7. The opposite party filed its written submissions whereas the workman did not turn up after 08-04-2004 & neither written arguments nor oral submissions have been submitted him or by his representative.

8. The workman Santosh Kumar has stated in his statement on oath that he was appointed as Salesman against a permanent post in the month of August 1993 in Unit no. 8 Kaiserbagh, Khadi Gramodyog Village Industry Commission, Lucknow where he did work up to 18-11-93. He has alleged that he was disengaged on 19-11-1993 and Sh. Sushil Misra was engaged in his place and subsequently further engaged 2 or 3 salesman in the month of Nov. 1993. He has also stated that when he was disengaged on 19-11-1993 juniors to him namely Manoj Kumar, Shekhar, Vijay Gupta, Narendra Singh and Anil Sharma were working as salesman who were also disengaged after completion of 89 days in the month of Nov. 1993 but subsequently they were reengaged whereas the workman was re-engaged on 14-09-1994. He has further alleged that he was again disengage on 4-06-1995, thus, the workman had worked continuously more than 240 days before the alleged termination on 4-5-95. His termination is in violation of Section 25F as well as 25G of the I.D. Act.

9. The workman has also examined Sh. Daya Shankar who was working as Dy. Director/Manager during August 1993 to July 1997 in Khadi Bhawan, Kaiserbagh, Lucknow. He has stated that workman had continuously worked during the year 1993 to year 1995 and as such he had worked more than 240 days. He has also stated that as per order dtd. 16-4-97 (4/5) directions were given by the Chairman to engage the workman. He has further stated that under this order other workmen Manoj Kumar, Shekhar, Vijay Gupta, Narendra Singh and Anil Sharma have been engaged as regular employee and they were junior to the workman.

10. The management witness Sh. Om Prakash has stated that as per record the workman had worked 21 days in August 1993, 25 days in Sept. 1993, 25 days in Oct. 1993, 4 days in Oct. 1994, 23 days in Nov. 1994, 22 days in April 1995, 25 days in May 1995 and 3 days June 1995 as such had only worked for 180 days. In support of his statement he has also produced the vouchers C-58/1 to C-58/5.

11. Thus, in view the evidence lead by both the sides the question thus arises for consideration are whether the

workman had worked for not less than 240 days during preceeding 12 months from the date of his alleged termination i.e. 04-05-1995 and his services have been disengaged in violation of Section 25F of the I.D. Act and whether at the time of alleged termination juniors to the workman were working as salesman, thus, his termination is in violation of Section 25G of the I.D. Act.

12. It was the case of the workman that he had continuously worked for more than 240 days but this claim has been denied by the opposite party. Thus, it was for the workman to prove that he had in fact worked for 240 days during the preceeding 12 months from the date of his termination. The initial burden was on the workman to prove this fact.

13. As per workman's witness Sh. Daya Shankar, the workman had continuously worked from 1993 to Year 1995. Which is not correct as per the pleadings in the claim as well as, as per statement of the workman himself. The case of the workman is that he had worked from August 1993 to 18-11-1993 for 89 days and later on he was engaged on 14-09-1994 but terminated on 19-11-1993. It is evident from his own statement that he had not continuously worked from the year 1993 to year 1995.

14. The workman has claimed that he was appointed as regular salesman against a permanent post but admittedly, no appointment letter was ever issued to him and also no interview and test was held for his appointment. He has not adduced any documentary evidence in support of his statement that he was appointed as a regular salesman against a vacant post. The workman's witness Sh. Daya Shankar has also admitted in his cross examination that power to appoint a salesman was vested with the Director who sits in Bombay. He has further admitted that the Director did not give any order for appointment of the salesman but he himself engaged the workman as salesman. In cross examination he has admitted that the workman had worked upto 18th Nov. 1993 but he did not disengaged him whereas the Statement of the workman is that he was disengaged on 18-11-1993. The workman has stated that he was disengaed on 19-11-1993 and in his place Sh. Sushil Mishra was engaged but the workman's witness Sh. Daya Shankar has denied this fact Sh. Daya Shankar has also stated that the unit of Kaiserbagh is now closed. He has further stated that he did not disengaged any person on 3-6-1995 whereas the workman has alleged that management had disengaged services of the 5 other persons alongwith workman on 3-6-1995. Thus, there are major contradictions on the material points in the evidence of the workman and his witness which render the evidence of the workman not reliable.

15. The management has produce voucher C55/1 to C-58/5 in support of its contention that workman had only worked for 188 days which is as under;

1. August 1993	21 days
2. Sept. 1993	25 days
3. Oct. 1993	25 days
4. Nov. 1993	04 days
5. Sept. 1994	15 days
6. Oct. 1994	26 days
7. Nov. 1994	23 days
8. Dec. 1994	--
9. Jan. 1995	--
10. Feb. 1995	--
11. March 1995	--
12. April 1995	22 days
13. May 1995	25 days
14. June 1995	03 days

16. From the above documentary as well as oral evidence it is evident that workman '...' not worked 240 days continuously during preceding 12 months from the date of his alleged termination i.e. 4-6-1995.

17. The workman has produced following documents in support of his contention that he had continuously worked for 240 days during the said period;

1. Photo copy of cash memo dt. 18-1-95 of Khadi Bhawan in favour of the workman (46/12).
2. Photo copy of order of the Dy. Director dtd. 2-10-1994 regarding work allotment of the staff (46/13)
3. Photo copy of the letter of Director Marketing dated 25-2-1997 (46/14)
4. Memorandum issued by Director Marketing dated 31-3-1997 (46/15)
5. Application of the workman dtd. 16-4-97 for absorption in Khadi & Gramudyog Village Industry Commission, Lucknow (46/16)

18. In his application dtd. 16-4-1997 the workman has mentioned that he had worked as daily wager worker w.e.f. 14-9-1994 to 3-6-1995 & second document is the cash memo dtd. 18-1-1995 which is regarding purchasing of Kurta Pajama from Khadi Bhawan on 18-1-1985. On the basis of purchase of Kurta Pajama on payment of Rs. 128 it cannot be inferred that he was working as sales man there moreover, in the said cash memo he has been shown as 'Karyakarta'. In cross examination the workman had failed to explain satisfactorily why he has not been mentioned as 'Salesman' in cash memo. The other document is a order dtd. 2-10-1994 said to be given by the then Dy. Director whereby he has

distributed work amongst staff including workman, but it reveals only that he was working in Khadi & Gramodyog, Khadi Bhawan on 2-10-1994 which is an admitted case of the management that in the month of Oct. 1994, the workman had worked for only 26 days. Thus, on the basis of this document it cannot be inferred that he had continuously worked till 3-6-1995 as claimed by him. The letter of Director Marketing dtd. 25-3-1997 is pertaining to absorption of the 5 daily wagers on regular basis for the post of salesman in the pay scale of Rs. 950-1500 memo dtd. 31-3-1997 (46/15) Manoj Kumar Shekhar, Vijay Gupta, Narendra Singh and Anil Sharma were appointed as salesman. These documents are pertaining to year 1997 whereas the workman was allegedly terminated in 1995. These documents are neither relevant to prove this fact that workman had actually worked 240 days nor relevant to prove that at the time of the alleged termination on 04-06-1995 juniors to him were retained & above documents only reveal that after 2 years of alleged termination the said persons were engaged as regular salesman. Thus, the workman has failed to prove that he had actually worked continuously for 240 days during preceding 12 months from the date of his alleged termination i.e. 4-6-1995. Resultantly, there is no violation of Section 25F of the I.D. Act.

19. To attract the provision of Section 25G of the I.D. Act burden was on the workman to prove that principle of 'last come first go' has not been observed and juniors to him were retained and his services were terminated. It is not established from the evidence of the workman that when his services were allegedly disengaged on 4-6-1995 services of any junior to him were retained by the management. Although there is no documentary evidence that other five workman named by him were junior even if it is presumed that they were junior and violation of Section 25G is not proved as he himself has stated in his statement on oath that on 4-6-1995 the other workmen Manoj Kumar, Shekhar, Vijay Gupta, Narendra Singh and Anil Sharma were also disengaged by oral order, therefore, his allegation that his juniors to him were retained on alleged date of termination dtd. 4-6-1995 is not correct according to his own statement.

20. It is true that to attract the provision of Section 25G it is not essential to prove that the workman had actually worked 240 days if, there is violation of rule 'last come first go' but in present case the workman has failed to prove that any junior to him were retained by the management. He has also failed to prove that after his termination Sh. Sushil Misra was re-engaged. He has also failed to prove this fact that Manoj Kumar, Shekhar, Vijay Gupta, Narendra Singh and Anil Sharma who have said to given regular services as salesman were juniors to him.

21. Thus, in view of the above discussions, the workman has failed to prove that he had worked continuously for not less than 240 days during preceding

12 months from the date of his alleged termination i.e. 4-6-95 and his termination was in violation of Section 25F of the I.D. Act. He has also failed to establish that at the time of his alleged termination any junior to him was retained in the job in violation of Section 25(G) I.D. Act, therefore, the workman is not entitled to get any relief.

22. The reference under adjudication is answered accordingly.

23. Award as above.

Lucknow N. K. PUROHIT, Presiding Officer
13-4-2010.

The two copies of this award be sent to the Ministry.

नई दिल्ली, 29 अप्रैल, 2010

का. आ. 1351.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 71/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[सं. एल-15025/1/2010-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S. O. 1351.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/2006) of the Central Government Industrial Tribunal /Labour Court Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corporation Limited and their workman, which was received by the Central Government on 29-04-2010.

[No. L-15025/1/2010-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AT HYDERABAD**

PRESENT :—Shri Ved Prakash Gaur,

Presiding Officer

Dated the 18th day of March, 2010

INDUSTRIAL DISPUTE L.C.No. 71/2006

BETWEEN:

Sh. B. Satyanarayana,
S/o B. Goverdhan,
R/o H.No. 1-2/6, Poolbagh Colony,
Ferozguda, Boinpally,
Hyderabad-500 011.

Petitioner

AND

1. The Chairman and Managing Director,
Hindustan Petroleum Corporation Limited,
Petroleum House, 17-Jemshedjee Tata Road,
Bombay-400 020.

2. The Director, Marketing and Appellate Authority,
Hindustan Petroleum Corporation Limited,
Hindustan Bhavan, 8 Shoorji Vallbh Das Marg,
Bombay-400 001.

3. The General Manager,
South Zone & Disciplinary Authority,
Hindustan Petroleum Corporation Limited,
Thalamuthu Natarajan Building,
Gandhi Irwin Road, Chennai.

4. The Senior Installation Manager and Disciplinary,
Authority, Hindustan Petroleum Corporation Limited,
Secunderabad Terminal, Ankushapur, Ghatkesar,
Ranga Reddy District.

...Respondents

APPEARANCES:

For the Petitioner : M/s. V. Vishwanatham, V. Sridhar &
R. Dushyantala, Advocates.

For the Respondent: M/s. M. Ravindra Nath Reddy
& B. Srinarayana, Advocates.

AWARD

This petition under Section 2 A (2) of the I.D. Act, 1947 has been filed by the above Petitioner Sri B. Satyanarayana for the quashment of the order passed by Respondent management and to reinstate Petitioner in service with all the consequential service benefits in light of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. It has been contended by the Petitioner in his claim petition that initially he has served in the Indian Air Force, after rendering 16 years of the exemplary service he was discharge on 1-10-1987 from the Air Force. On 24-12-1988 Petitioner was appointed as general workman in Hindustan Petroleum Corporation Limited at Cherlapally, 7 L.P.G. Plant, later on Petitioner was promoted. At the time of discharge from Hindustan Petroleum Corporation Limited he was worked as Senior Administrative Assistant in Grade M-10, in Non-management Cadre at Hindustan Petroleum Corporation Limited, Secunderabad Terminal, Ghatkesar and was discharging his duties to the entire satisfaction of

his superiors. While the matter stood thus, on 15-4-2002, the Petitioner was served with a suspension order by the 4th Respondent on the allegation that Petitioner has indulged in manipulation of various cash bills submitted by different vendors and has caused financial loss to the Corporation. The chargesheet dated 23-4-2004 was issued alleging misconduct under standing orders. Clause 31(4), 31(9), 31(20) and explanation was sought from the Petitioner. Petitioner submitted explanation on 30-4-2004 denying the charges and alleging that he unearthed various irregularities committed by his superior officers by drawing excess amounts detrimental to the interests of the corporation through the fraudulent claims which was in violation of the Headquarters circular HRD: EMA: C&B:2001:14 dated 31-5-2001. The higher authorities suo-motto enquired into the allegations made by the Petitioner against the officer and found that the officers have falsely encashed excess amounts in various months during the year 2003-04. Accordingly excess amounts drawn by them had been recovered. The Petitioner produced documents relating to the above fraud during the course of the enquiry which were marked as D 4 to D7. Though the Petitioner submitted his explanation to the chargesheet but the management was not satisfied with the explanation submitted by the Petitioner and required to conduct an enquiry appointing Sri V. R. Sexana, SRM, LPG, RO, Hyderabad *vide* letter dated 1-6-2004. The domestic enquiry commenced from 14-9-2004 and concluded on 11-12-2004 in ten sittings. During the course of domestic enquiry management examined MW1 Sri C. Vidhadharan, Manager, Sri V. Pradeep Chandra-MW2, Executive Officer, Moni Chan-MW3, Proprietor of M/s. Sagadha Enterprises, Sri M. Satyanarayana Goud-MW4, representative of M/s. Dwarka Automobiles, Sri A. Srinivasa Rao, Executive Operations Officer-MW5, Sri Janardhan, Contractor-MW6, Sri A. Mohan Kumar, Manager, MW7 were examined and marked Ex. P1 to P 27 on behalf of the management. Whereas the Petitioner filed Ex. D1 to D8 and examined himself as oral evidence. After conclusion of the enquiry, the Enquiry Officer submitted his report on 30-5-2005 holding that Petitioner has inserted digit '1' in the bills mentioned in the charge-sheet thereby fraudulently increased the value of the bills accounted in the PCD by exactly Rs. 1000 in each case for his personal gain and defrauded the Corporation to the tune of Rs. 11000. The Enquiry Officer further held the Petitioner to be guilty of Clause 31(4), 31(9), 31(20) of the Standing Orders.

3. After submission of the enquiry report Petitioner submitted his comments on 30-6-2005 against the enquiry report and brought out statements and convincing evidence to prove his innocence through the procedure of petty cash disbursement. But, the Disciplinary Authority without giving any logical reasons for not believing that explanation of the Petitioner taking the report of Enquiry Officer has passed order dated 4-11-2005 discharging the Petitioner

from the services. Aggrieved by the discharge order Petitioner preferred an appeal before the R2 and the R3 also upheld the order passed by Disciplinary Authority and dismissed the appeal *vide* order dated 21-3-2006. However, no notice was issued to the Petitioner to submit his explanation or view points on the proposed punishment and thereby the action of management is prejudicial to the interest of the Petitioner. After dismissal of the appeal Petitioner filed W. P. No. 8798 of 2006 before the Hon'ble High Court of A.P., which has been pleased to dispose of the WP by order dated 26-4-2006 directing the Petitioner to approach the Industrial Tribunal and raise a dispute, hence, this petition.

4. The Petitioner has taken following grounds to assail the order of the Disciplinary Authority alleging that order passed by the Respondent was only illegal, arbitrary and without jurisdiction.

- (i) the Respondent has failed to see that the allegations are made against the Petitioner due to strained relation with superior officers for the reason that Petitioner during course of discharging his duties has brought out the illegal drawing of excess amounts to the notice of the higher authorities not only by way of explanation submitted against the charge-sheet but prior to the issuance of the chargesheet, thus, the action of the management was clear cut case of harassment of the Petitioner by the superior officers.
- (ii) the Respondent has not given copy of Ex.P26 a bill of PCD No. 41 dated 20-3-2004 in prime basis of Petitioner's suspension contrary to Clause 32(4)(a) of Certified Standing Orders. Immediately after suspension of the Petitioner the amount of said faulty bill has been rearranged to encash on 19-4-2004 which show that authorities has exonerated allegations made against this manipulated bill. This bill was kept concealed and no information was given to the Petitioner, thus, the principles of natural justice was infringed. The finding of the Enquiry Officer not established the guilt of delinquent, was restricted to the extent of fraudulently increasing the value by way of one thousand in each bill accounting in the PCD for his personal gain, he himself does not meet the ends of proving guilt for the reason that as long as the amounts of paid bills accounted in PCD rest with the PCD custodian, it can not be said that the value was increased by Petitioner.
- (iii) The Enquiry Officer as well as Respondent, the management witnesses MW1, MW2, MW5 and MW7 who deposed before the Enquiry Officer have illegally drawn excess amount, which is unearthed pursuant to the

explanation submitted by Petitioner and the excess amounts drawn by them has been recovered by them. Thus, they are not competent witnesses and no relevance would have been placed on their statements.

- (iv) MW1, MW2, MW5 and MW7 were involved in faulty Claims but no disciplinary action was taken against them. The Enquiry Officer has not looked to the very material fact that Ex. P26 which does not contain paid stamp which itself shows that the amount of Rs. 1400 mentioned therein were existing even prior making payment by the Petitioner. This proves the innocence of the Petitioner.
- (v) None of the management witnesses during the course of enquiry stated that Petitioner has prefixed the figure one before the amount of the bill.
- (vi) The Enquiry Officer should not have confirmed the observations made by Presenting Officer with regard to handwriting of digit '1' before the amount on the bills and to the relevant entires in the P24 to P25.
- (vii) The Enquiry Officer failed to see that MW3, MW4 and MW6 who are suppliers and contractors have failed doped before the Enquiry Officer that they have received the amount mentioned in the duplicate bill but not as in the approved bills. MW3 in his statement has stated that original copies are prepared through the department and carbon copies are retained in the bill book. As such, the Petitioner do not know how much amount is mentioned in the original bill. Management witnesses MW3, MW4 and MW6 has prejudiced the proceedings as they are directly or indirectly influenced by the management in getting them the business with the corporation on the mercy of the management. The Enquiry Officer has not conceded that in the matter mentioned in Ex.P3, the Petitioner was not aware of the stock of the silencers and that Petitioner has manipulated the figure of the material.
- (viii) The Disciplinary Authority has failed to see that Accounts-incharge and the supervisor who is responsible financial officers who initially endorsed the bill and again after preparation of PCD checked the genuinity of the total of paid bills while ensuring for its approval but no disciplinary action was initiated against them.
- (ix) The Enquiry Officer has failed to appreciate the relevance of Ex.D 1 to D8 and has held the

Petitioner guilty of the charges which is contrary to the evidence produced by the Petitioner.

- (x) Disciplinary Authority has not given show cause notice for the proposed punishment which violates the provisions of certified Standing Orders, clause 32(4)(b)(4).
- (xi) The appeal preferred by the Petitioner was rejected without considering the points raised by the Petitioner and the Petitioner is suffering with the financial crisis and thus, on the basis of above grounds Petitioner claimed that the order of Disciplinary Authority be quashed and he be reinstated in the service.

5. Respondent Nos. 1 to 4 have submitted counter statement conceding previous service of the Petitioner and his subsequent appointment in the services of the corporation management. However, the Respondent has stated that while working as Senior Administrative Assistant in the Secunderabad Terminal of Hindustan Petroleum Corporation Limited it came to light that Petitioner committed serious misconduct of theft, fraud and willful falsification of accounts, hence, he was suspended pending enquiry vide proceedings dated 15-4-2004, followed with a charge sheet dated 23-4-2004. Petitioner submitted his explanation on 30-4-2004 denying the charges and making certain allegations against some of the officers who have implicated him since Petitioner has made attempt to stop the fraudulent claims of the said officers. Assuming that any misconduct was committed by said officer, the Petitioner could not be absolved with regard to the misconduct committed by him. However, the enquiry was ordered and conducted and it came to light that some officers have drawn amounts for out of pocket expenses and for additional/extended hours of working on normal working days. But it was found that said drawls were not made with any ulterior motive to defraud the Hindustan Petroleum Corporation Limited but only due to wrong understanding or ignorance of guidelines issued in this regard.

6. The explanation submitted by the Petitioner against the charge sheet was not found satisfactory and since the charges were of serious misconduct as per, Standing Orders of marketing establishments, the management of Hindustan Petroleum Corporation Limited decided to conduct domestic enquiry and Sri V.R. Sexana, Senior Regional Manager, :PG, Regional Office was appointed as Enquiry Officer. The Enquiry Officer held several sittings, recorded evidence of the management witnesses, documents produced by the management in the presence of the Petitioner also gave opportunity to the Petitioner to produce documentary and oral evidence, who submitted documentary evidence and examined himself in oral evidence. After the conclusion of the enquiry proceedings

the enquiry was concluded on 25-11-2004 and enquiry report was submitted by the Enquiry Officer holding the Petitioner guilty of the charges levelled against him. Considering the report of Enquiry Officer the Disciplinary Authority imposed punishment of discharge by order dated 4-11-2005. Non-issuance of notice before imposing the punishment does not the enquiry nor does it cause any prejudice to the Petitioner.

7. The Petitioner submitted appeal and Appellate Authority after considering the entire evidence on record giving cogent and valid reasons, dismissed the appeal and confirmed the order passed by Disciplinary Authority. The Petitioner's contention that amount of Ex.P26 was encashed immediately after his suspension is not correct, because the Petitioner himself has claimed through PCD that he disbursed a sum of Rs. 42,289, Bill Ex.P26 produced by contractor prove that actual amount of this bill was Rs. 400 which was proved by Ex.P27 i.e., letter from M/s. Sagadha Enterprises confirming the receipt of Rs. 400 against Ex.P26. The Petitioner was custodian of petty cash disbursement voucher and he used to prepare the same on the basis of paid bills. He can not escape the committal of fraud by saying that it was approved by accounts department. Especially when the paid cash disbursement voucher was prepared on the basis of manipulated bills. Once, it has been proved that Petitioner has gained by manipulating the bills and accounting the same in the PCD, it was sufficient to hold the Petitioner guilty of the misconduct.

8. It has further been alleged in counter statement that even it is found to be proved that MW1, MW2, MW5 and MW7 have drawn excess amounts which has been recovered from them, it can not be said that they were prejudicial to the interests of the Petitioner. The Petitioner was responsible for preparation of the PCDs, getting cheque prepared in his name on the basis of PCD prepared and encashed them he can not escape liability for making fraudulent payments. Petitioner was given ample opportunity and was supplied all the documents relied upon by the management, the enquiry was conducted in a fair manner following the principles of natural justice. Thus, the petition has got no merit and deserves to be dismissed.

9. The Petitioner had challenged the legality and validity of domestic enquiry, that question was decided as preliminary issue by the order dated 29-9-2008 holding that the domestic enquiry conducted by the management was legal and valid.

10. Both the parties have submitted their respective documentary evidence which are nothing but the evidence produced before the Enquiry Officer. The management has produced the entire documents recorded in the domestic enquiry proceedings. Relevant proceeding of departmental enquiry on first sitting is at page 1-3, copy of enquiry proceedings of 2nd sitting at page 4-6, 3rd sitting is page 7,

4th sitting at page 8, 5th sitting at page 9, 6th sitting at page 10-12, 7th sitting at page 13-14, 8th sitting at page 15, 9th and 10th sittings and page 16, along with copy of charge sheet, explanation of the delinquent employee and documents relied upon by the management. Petitioner has also filed copy of the enquiry proceedings and copy of the enquiry report, paper No. 1-73 of the list submitted by the Petitioner.

11. This tribunal has to consider about the,

- (i) whether the evidence produced before the Enquiry Officer was sufficient to prove the misconduct of manipulations in the bills Ex.P 1 to P11 and P26 and finding of Enquiry Officer is based on evidence?
- (ii) whether order passed by Disciplinary Authority for discharging the Petitioner from the service is valid and proper or not? And
- (iii) whether the punishment imposed by the management is excessive and disproportionate to the misconduct committed by the Petitioner or not and does it require any alteration by this tribunal?

12. Point Nos. (i) & (ii) : According to allegation made by the Petitioner in his claim statement the charge sheet was issued to him on 15-4-2004 alleging therein that he has indulged in manipulation of various cash bills submitted by different vendors and caused financial loss to the corporation. The charge sheet has alleged misconduct under Standing Orders 31 (4), 31(9), 31(20) to which he submitted detailed explanation. But he has not mentioned or he has not cited the actual bill amounts and manipulated amounts whereas the proceeding book filed by the Respondent management consists of the relevant bills, date of the bills, bill number the actual amount and manipulated amount and difference of amount and has mentioned that Petitioner inserted 1 before actual amount of the bills, thus, increased the value by Rs. 1000 in each bill prepared PCD and obtained wrongful approval and thereby obtained pecuniary benefit to himself causing loss to the corporation.

13. Learned Counsel for the Petitioner has argued before this court that he was not supplied with the copy of the report which was made to the management before issuance of the chargesheet because, the charge sheet reads as follows: "It has been reported against you as under.." the inferences of the Learned Counsel for the Petitioner that thought the charge sheet disclosed that it was reported to the management, there is no report on the record and the copy of the report has also not been supplied to the Petitioner which has prejudiced the case of the Petitioner and the entire enquiry is vitiated. As against this

argument of Learned Counsel for the Petitioner the Respondent counsel has argued that it was the duty of the Petitioner to prepare Petty Deposit disbursement account and he used to maintain a register and send, an extract after the end of a certain period. The extract of the register of the PCD used to be forwarded to the accounts department. Where it was compared with the bill register and there it came to the notice of checking authority that original amount of the bill in the PCD at Sl. No. 19 dated 21-8-2003 with respect to Sagadha Enterprises bill No. 31 original amount was for Rs. 485 where as in PCD statement it was mentioned as Rs. 1485, the same way PCD Sl. No. 21 dated 3-9-2003 in respect of Sri Spandana, the original bill was for Rs. 425 and PCD amount was Rs. 1425 at PCD Sl. No. 25 dated 10-10-2003 of Sagadha Enterprises bill No. 43 original amount was Rs. 800 PCD amount Rs. 1800, PCD Sl. No. 26 dated 15-10-2003, Sagadha Enterprises bill No. 45 dated 11-10-2003 original amount was Rs. 450, PCD manipulated amount was Rs. 1450 and so on. The checking staff found that in all the 11 bills mentioned in the charge sheet Rs. 1000 each has been drawn in excess and disbursed by the Petitioner. Thus, they have raised this objection since this objection was not obtained in any written form but was raised through the bills so no report was prepared and report was not furnished to the Petitioner and no prejudice has been caused to the Petitioner by non-supply of the said report mentioned in the charge sheet. He has further argued that unless prejudice is shown by the Petitioner for non-supply of the copy of the report it can not be said that the enquiry proceeding has been conducted in an illegal or invalid manner, because the Petitioner was supplied with the copy of all the bills with manipulation and all those bills which were in the custody of the accounts department and which was not manipulated and thus, the question of prejudice does not arise in this case. Hence, the very first and foremost argument of the Learned Counsel for the Petitioner has got no force because he has not been able to show any prejudice by non-supply of the alleged report to the Petitioner mentioned in the charge sheet. Hence, this tribunal is of the opinion that no prejudice has been caused for non-supply of the alleged report and on this ground the proceeding initiated and concluded before the Enquiry Officer, can not be said to be illegal or invalid.

14. It has been argued by the Learned Counsel for the Petitioner then none of the management witnesses has stated before the Enquiry Officer that the Petitioner has inserted digit '1' in the alleged 11 bills which are the subject matter of this case and enquiry proceeding as such, the finding of the Enquiry Officer that Petitioner has inserted digit 1 and has obtained pecuniary benefit by drawing Rs. 1000 excess out of 11 bills and has got pecuniary benefits for himself is neither based on evidence nor it is based on any legal and valid logics. I have considered the argument and I have also gone through the statement of

the management witnesses 1 to 7. No doubt none of the witnesses examined by the management has stated that the digit '1' in the manipulated bills are in the hand writing of the Petitioner. But the duplicate bills produced by the management contain the original and actual amounts of the bills and management witnesses MW2 Mr. V. Pradeep Chandra has confirmed that he has signed material received through Ex. P6. He has further confirmed that he purchased Nokia Battery from Meghana Communications for Rs. 250 and provided it to Planning Department. He has further stated that he received Rs. 250 from the cashier after bill being approved by MW1. The statement of this witness amply proves that he has received only Rs. 250 as against the amount drawn disbursed by the Petitioner to a tune of Rs. 1250 this witness was examined in the presence of the Petitioner and Petitioner has not mustered the courage to put a suggestion to the witness that he has paid Rs. 1250 to the witness. It is an undisputed fact that Petitioner was in-charge of preparation of bills to draw the amount and disburse the amount to the concerned persons. It is undisputed that Petitioner has drawn Rs. 1250 and according to the recipient of the bill he received only Rs. 250. Then, the logical conclusion is, the person who has drawn the amount and disbursed the amount has been benefited by the manipulation of Rs. 1000 which was not disbursed to recipient. In the same fashion MW3 Mr. Mon Chan, Proprietor of M/s Sagadha Enterprises was examined as MW1 before the Enquiry Officer who has deposed before the Enquiry Officer that he charged only Rs. 485 under Ex. P1 for repair of cabin for company and truck. He further stated that he has charged Rs. 800 against Ex. P3 Rs. 450 against Ex. P4, Rs. 350 against Ex. P7, Rs. 350 against Ex. P9, he has further stated that Ex. P12 to P16 are original carbon copies of the above bills. This statement proves that the contractor received only Rs. 485, 800, 450, 350 and 350 respectively whereas according to the own submission of the Petitioner he has disbursed Rs. 1800 against Ex. P3, Rs. 1450 against Ex. P4, Rs. 1350 against Ex. P7, Rs. 1350 against Ex. P9, but when the witness deposed before the Enquiry Officer regarding receipt of the amount in hundreds only Petitioner has not mustered courage to suggest the witness that he was paid Rs. 1000 more against each of the bill which was mentioned in the PCD by the Petitioner. Meaning thereby that the Petitioner has not contradicted the statement of Mr. Mon Chan, the Proprietor of Sagadha Enterprises who has admittedly done work for the Hindustan Petroleum Corporation Limited and has produced bills Ex. P1, P3, P7 and P9 for the payment. If the Petitioner has drawn Rs. 1485, 1800, 1450, 1350, and 1350 and recipient has received only Rs. 485, 800, 450, 350 and 350. The logical conclusion is that the remaining amount which is said to have been disbursed to the recipients has been pocketed by the person who has disbursed and shown disbursement of the amount to the bill. In the light of this evidence and non-challenging the statement of recipient of amount by the Petitioner during

the course of the enquiry proves that it was the Petitioner who has inserted digit '1' and drawn the amount himself but disbursed only original amount to the recipients of the bill. In the same fashion Mr. M. Satyanarayana Goud, representative of M/s Dwaraka Automobiles who has stated before the Enquiry Officer that he charged only Rs. 250 under Ex. P11, he has further stated that rate of diesel filter can not be Rs.1280, To this witness also Petitioner has not given suggestion nor any challenge was made that he has received only Rs.1280 then the logical conclusion is that the amount of Rs. 1000 which is in excess of this original bill has been pocketed by the person who has drawn the amount and who has disbursed the amount. Enquiry Officer has not committed any illegality to give his finding that the Petitioner was a person who has inserted digit '1' and has obtained pecuniary benefit for himself detrimental to the interest of the corporation and thereby the misconduct mentioned in certified Standing Orders clause 31(4), 31(9), 31(20) has proved against the Petitioner.

15. The management witness one Mr. C. Vidyadharan has deposed that Ex. P1 and P2, P3-P11 bears his signature. Figure 1 is added and amount is increased by Rs. 1000 in each bill and his approval has been obtained. He has further stated that the amount mentioned in the bills were in order when he approved the bills. Had there been written Rs. 1000 in those bills he would not have approved the bills because in Ex.P4 and P8 the items purchased costs around Rs. 400 to Rs. 450 only, had it been Rs.1450 he would not have approved. The Petitioner has not challenged this statement of the witness. Meaning thereby that the Petitioner has conceded to the statement of the witness that when the witness approved the bill the bill amount was only Rs. 450 and digit '1' was inserted after the approval of the bills. This also proves that it is the Petitioner who has inserted digit '1' in all the bills because he was final person who has prepared disbursement statement got a cheque, prepared in his name and drawn the amount and was liable to make payment. Since the Petitioner has drawn the amount and he was responsible for disbursement then none else than the Petitioner would have pocketed the amount which was drawn and not disbursed. Whereas it has been shown to have been disbursed. The Enquiry Officer has not committed any mistake in arriving at this conclusion and holding the Petitioner was guilty of misconduct under clause 31(4),31(9),31(20) of Certified Standing Orders.

16. The Learned Counsel for the Petitioner has tried to twist the case and has argued that the Petitioner was made a scape goat for the performance of his duties in diligent and honest manner, because the Petitioner has disclosed the irregularities committed by his superior officers in drawing excess pocket money which has been proved against them and the amount has been realized from them too, who has not been punished. Against this argument Learned Counsel for the Respondent has argued

that Petitioner has to prove himself innocent and diligent in performance of his duties and honest towards payment of the drawn amounts. He can not get any benefit of the wrongs committed by other persons who has drawn excess amounts due to the non understanding of the corporation's orders. In the present case the Petitioner has not been able to explain as to what happened to the amounts not paid to the recipients. Why the recipient of the bill has stated before the Enquiry Officer that they have received the original amount of the bill and not the amount of fabricated bill, Petitioner has not been able to prove any bias against the management witnesses who were recipients of the bills. Hence, the Enquiry Officer was justified in holding the witnesses to be truthful and arrived at a finding that Rs. 1000 in each bill has been misappropriated by the Petitioner.

17. Learned Counsel for the Petitioner has also argued that Ex.P26 was not produce earlier. But he has not been able to show any prejudice caused to the Petitioner by non-supply of the Ex. P26 at the earlier stage. Ex. P26 is the carbon copy of Ex.P1. In which the amount is mentioned as Rs.450 whereas in Ex.P1 the amount is Rs.1450. A copy of this carbon copy of bill was given to the Petitioner and he was asked to explain to which he has not been able to explain. He has produced Ex. D 1 to D8 which is of no help to prove his innocence and his indulgence in manipulation of the bills enumerated in the chargesheet. As such, the finding of the Enquiry Officer is based on evidence on the record and non taking into consideration of Defence evidence or documents during the course of enquiry has not prejudiced the case of the Petitioner. The Petitioner was given opportunity to examine his witness but he has examined himself only but he has not been able to prove what happened to the excess amount which was not disbursed to the recipients of the bills. The silence of the Petitioner regarding non-disbursement of the Rs.1000 in each case of the 11 disputed bills to the recipients of the bills proves the case of the management and charges levelled against the Petitioner. The Enquiry Officer has not committed any mistake in arriving at the conclusion that the charges of mis-appropriation and pecuniary benefit to himself is proved against the Petitioner.

18. From the above discussion, this tribunal is of the opinion that the original amount of the bills were manipulated when the bills were presented before the Petitioner when he prepared the PCDs, and drawn Rs. 1000 in excess in each of the 11 bills and had paid only actual amount of the bill to concerned parties and thereby it was the Petitioner who has pocketed the excess amount of the bills and thereby the Petitioner has committed misconduct under clause 31(4), 31(9) and 31(20) that is. fraud and dishonesty with the corporations business within the premises of the establishment of the corporation and clause 31(20) he has willfully falsified and defaced the record of the corporation and thereby has caused pecuniary loss to

the corporation and wrongful gain for himself. Petitioner has not been able to prove his innocence before this tribunal.

19. Ex. P26 is a bill of Sagadha Enterprises dated 9-3-2004 towards the charge for Gas welding and supplying of 6 mm brass rods. In the column of quantity the number is written 10 and rate of the material is written as Rs. 40 however, in the column of the amount it is written Rs. 400. This Ex. P26 is a strong proof of the conduct of the Petitioner who has alleged in his claim petition that he was made a scape goat by his higher authorities or officers who have highlighted the fraud of officers who charged excess amount towards the daily pocket expenses and while checking their bills the Petitioner has brought it to the notice of higher authorities regarding this glaring fraud and mistake of the officers of Hindustan Petroleum Corporation Limited and they were forced to deposit the amount drawn in excess which was permissible under the rule. The Learned Counsel for the Petitioner has argued vehemently that Petitioner used to check out every bill of the officers before making payment, it was his duty to check the bills and confirming that the bill is presented according to the rules, this is the cause of making Petitioner a scape goat. As against this argument of the Learned Counsel for the petitioner, Learned Counsel for the Respondent has argued that the Petitioner had checked the bills of officers just to find fault in them. No doubt, it was the duty of the Petitioner to check the bills and verify their credence and genuineness then why the Petitioner failed to check this bill Ex. P26 before passing or making payment. Had the Petitioner checked this bill and had not manipulated the amount himself he could have arrived at the conclusion that for 10 number of rods @ Rs. 40 per rod the value will not come to Rs. 1400 but it will come only to Rs. 400. Since, Petitioner could not manipulate the number and rate of the rods by putting one just before '400' he has drawn the amount pocketed one thousand and paid only Rs. 400 to Sagadha Enterprises who has confirmed the receipt of Rs. 400 through Ex. P27, a confirmation letter from Sagadha Enterprises which was available before the Enquiry Officer and this amount find place in the PCD prepared by the Petitioner. In the lights of these two documents Ex. P26 and P27 the conclusion of the Presiding Officer, that it was only the Petitioner who has inserted digit '1' in this bill can not be said to be based on no evidence. I agree that this argument of the Learned Counsel for the Respondent that if the Petitioner had checked this bill as was doing in the case of the pay bill and allowance bill of his superior officers he would have certainly detected it and even it was approved as alleged by the Petitioner by the accounts department, he would not have made payment of Rs. 1400 as against Rs. 400. But no where in his own statement or during cross examination, of the representative of Sagadha Enterprises the Petitioner suggested that he paid Rs. 1400 towards bill dated 9-4-2004. So far as the question of relevance of approval of the

bills are concerned, the management witnesses have stated that the bills were sent to them for approval and at the time of the approval there was no discrepancy in these bills and thereby it was checked, approved and sent to the disbursement section of the Petitioner. Learned Counsel for the Respondent has argued that had the insertion was done during course of approval and checking and approving authority would not or could not receive and pecuniary benefit out of the insertion of digit '1' in the alleged bills because those bills were sent to the disbursement section where joint statement was prepared by the Petitioner he got a cheque prepared in his name and he was the person who drawn the and disbursed the amount. Thus, the actual amount was passed only through hands of the Petitioner who was responsible for drawing and disbursing. In these circumstances it can not be said that checking and approving authority were responsible for making interpolation or addition of digit '1' in the bills. Thus, the argument and pleas of the Petitioner that he was made a scape goat does not find support from the documentary evidence. Thus, in light of oral as well as documentary evidence produced by the defence has no bearing on the present case. The Enquiry Officer has not committed any mistake in giving finding and arriving at the conclusion that the Petitioner was the person who has received the pecuniary benefit by insertion of digit '1' and he has committed misconduct by defrauding the company and pecuniary loss to the company. I agree with the argument of the Learned Counsel for the Respondent that the documents produced by the delinquent employee has got no bearing on the facts of the present case in the light of the documentary evidence available before the Enquiry Officer and it is my personal view that the Enquiry Officers are not a law knowing persons. It is not expected from an Enquiry Officer to write judgement like a judge of the Court of Law. If his conclusion is correct in the light of the evidence produced before him which appeal to the conscience of the Court then that conclusion is sufficient to hold that the Enquiry Officer has arrived at the conclusion based on the evidence placed before him. In this case, the evidence produced before the Enquiry Officer give only one and one conclusion that it was the Petitioner himself who has inserted digit '1', he has made payment of the actual amounts of the bills to the recipients of the bills and he has pocketed the remaining amount i.e., the amount inserted by him and thereby he caused pecuniary loss to the company and pecuniary illegal gain for himself, which is a grave misconduct within the definition of clause 31 (4), 31 (9) and 31 (20) of the Certified Standing Orders of the company.

Point No. I: Learned Counsel for the Petitioner has placed reliance on the case law reported in 2001(4) ALD page 665 of Hon'ble High Court of A.P., Hyderabad M.P. Ramachandra Reddy Visakhapatnam., Visakhapatnam Port Trust, Visakhapatnam, in which Hon'ble High Court has

held that the non-supply of copy of relevant document and paper sought by Petitioner was held to be violative of principles of natural justice and it upheld the very root of legality of domestic enquiry. He has further relied on case law reported in 2004 -III -LLJ page 132 of Hon'ble High Court of Karnataka, that was in the matter of Venkatesh Gururao Kuratti and Syndicate Bank, in which Hon'ble High Court of Karnataka has held that non-supply of document is detrimental to the case of chargesheeted employee and removal order based on the finding of Enquiry Officer who did not furnish copy of document to the Petitioner or delinquent employee is bad in the eye of law and it can not sustain." I have considered both these case laws cited by Learned Counsel for the Petitioner and I have also gone through the pronouncement made by the two Hon'ble High Courts. The case laws cited by Learned Counsel for the Petitioner is not applicable in this case because the Petitioner has sought for such a report which was not made to the higher authorities of the corporation nor there exists any report nor the Petitioner could show any prejudice caused due to non-preparation of the report and non-supply of non-existing report. Other all papers were given to the Petitioner which he had admitted himself because the copy of paper relied by the management were supplied by the Petitioner and he has deposed before the Enquiry Officer that he had received the copy of the document relief upon by the management. No prejudice has been caused and the two case laws cited by Learned Counsel for the Petitioner have no bearing applicable in the present case.

Learned Counsel for the Petitioner has further relied upon the case law of Hon'ble Supreme Court of India reported in 2009 (2) SCC page 541 in the matter of Union of India Visakhapatnam. Prakash Kumar Tandon, regarding the plea of bias against the departmental heads. This case law is not applicable in the present case because, the bias has been alleged against some of his superior officers in drawing allowances, the fault was detected by the Petitioner and amount has been recovered from them but none of those officers were either Enquiry Officer or Presenting Officer. Only two of them have been produced as management witnesses. But they are important witnesses of the management because one he has received payment from the Petitioner and one of them was bills checking authority, no bias was suggested by the Petitioner against the witnesses during the course of cross-examination before Enquiry Officer. As such, the case law of the Hon'ble Supreme Court is also not applicable in the present case.

Point Nos. II & III: So far as the question of order passed by the Disciplinary Authority in discharging the Petitioner from service and punishment imposed by the Disciplinary Authority is concerned, Learned Counsel for

the Petitioner has argued that Disciplinary Authority has not applied mind to the facts of the present case because the bias was pleaded by the Petitioner against some of his superior officers. In support of his defence Petitioner filed Ex.D1 to D8. If the Disciplinary Authority would have considered the relevance of Ex.D1 to D8 he would have come to a definite conclusion that the Petitioner has not committed any misconduct, he had neither fabricated nor falsified any bill nor drawn any excess amount nor pocketed amount and thereby has not caused any pecuniary loss to the corporation. I have considered this argument of Learned Counsel for the Petitioner in the light of the evidence available on this record. I have discussed that Ex.D1 to D8 is not relevant to prove the innocence of the Petitioner because Ex.D1 to D8 are only such type of evidence which prove that Petitioner detected drawal of excessive amounts by his superior officers towards the pocket money which has been recovered from them. In the present case the charges against the Petitioner are that he has inserted digit '1' in '11' bills and thereby drawn excess of Rs.1000 through each of the '11' bills which pertains to supplier of material to the corporation. The Petitioner has not shown any bias nor has made any such statement that any of the contractors or the recipients of the amount was inimical to the Petitioner or having any grudge against the Petitioner to implicate him in false preparation of the bills. As such, the non-consideration of relevance of Ex. D1 to D8 by the Disciplinary Authority or by the Appellate Authority would not make any difference in arriving at the conclusion regarding proving of guilt against the Petitioner. Thus, the Disciplinary Authority who has passed on his report presented by the Enquiry Officer cannot be said to be invalid and improper. The Enquiry Officer has given ample reasoning for arriving at the conclusion made by him in the form of his report. The misconduct of the present Petitioner by way of drawing excess amount and not disbursing the excess amount to the concerned persons and thereby pocketing the amount of the corporation cannot be said to be a simple misconduct or light misconduct, it amounts to embezzlement or misappropriation of the corporation's fund which is a grave misconduct and thereby the Disciplinary Authority has imposed proper punishment which is not in excess or disproportionate to the misconduct committed by the Petitioner. For misconduct like that of misappropriation of public fund the only punishment can be the discharge from the service and punishment lesser than would be said to be disproportionate to the gravity of the misconduct. To my mind management has not imposed any excessive punishment and the punishment imposed by the management does not deserve to be altered. Hence, the question No.2 and 3 answered accordingly.

It has been argued by Learned Counsel for the Petitioner that the manner in which the penalty was imposed

is illegal in view of the provision contained in Clause 32(4)(6) of the Standing Orders, because no notice was given for imposing the punishment of discharge of the Petitioner from the service. I have considered this argument of Learned Counsel for the Petitioner and also gone through the provisions of Sec.32(4)(6) of the Standing Orders of the company wherein it has been provided that in awarding punishment under this standing orders, Disciplinary Authority shall taken into account gravity of the misconduct, previous record, if any of the workman and no other extenuating or exonerating circumstances that may exist. A copy of the order passed by Disciplinary Authority shall be supplied to the workman concerned. From the bear reading of this provision there is no force and the substance in the argument of the Learned Counsel for the Petitioner that there is mandatory provision of giving notice to the Petitioner before imposition of the penalty. The clause 32(4)(6) incorporates that the Disciplinary Authority shall take into account the gravity of the misconduct and previous records. Only requirement is that a copy of the order passed by the Disciplinary Authority is to be supplied to the workman concerned. Thus, there is no question of issuing any notice before imposition of the punishment by the Disciplinary Authority. In the present case Disciplinary Authority has not violated the provision contained in clause 32(4)(6).

From the above discussion and the conclusion, this tribunal is of the opinion that Petitioner's claim is based on no reasoning, it has got no force. Petitioner does not deserve for any relief from this tribunal. His claim petition deserves to be dismissed with costs and thereby this Award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her, corrected by me on this the 18th day of March, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 29 अप्रैल, 2010

का. आ. 1352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापट्टनम स्टील प्लांट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 132/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[सं. एल-15025/1/2010-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S. O. 1352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.132/2004) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Visakhapatnam Steel Plant and their workman, which was received by the Central Government on 29-04-2010.

[No. L-15025/1/2010-IR(M)]

KAMAL BAKHURU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 24th day of March, 2010

Industrial Dispute L. C. No. 132/2004

(Old I.T.L.D(C).No. 17/2003 Transferred from Industrial Tribunal-cum-Labour Court, Visakhapatnam)

Between :

Sri P. Venkateswara Rao,
Qr.No.6-186, Sairam Nagar,
Gajuwaka, Visakhapatnam.

.....Petitioner

AND

1. The Chairman-cum-Managing Director,
Visakhapatnam Steel Plant,
Visakhapatnam.
2. The General Manager,
(Personnel)
Visakhapatnam Steel Plant,
Visakhapatnam.

3. The Superintendent (Foundry)AS,
Visakhapatnam Steel Plant,
Visakhapatnam.Respondents

APPEARANCES:

- For the Petitioner : M/s. Poosarla Balakrishna &
Naidana Vijaya Kumar,
Advocates
- For the Respondent : M/s. Y.V. Sanyasi Row & Y.
Ramesh, Advocates for R1 to
R3

AWARD

This petition is filed by Sri P. Venkateswara Rao under Sec.2 A (2) of the I.D. Act, 1947 before the Industrial Tribunal-cum-Labour Court, Visakhapatnam in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001 IR(C-II) dated 18-10-2001 bearing I.T.I.D.(C). No.17/2003 and renumbered in this Court as L.C.I.D.No. 132/2004.

2. It is submitted by the Petitioner that he was initially appointed as trainee in Respondent's organization on 31-12-1987 and he was confirmed on 3.7.1989 as technician. That his services all through were loyal and unblemished: However, a charge sheet dated 17/19-8-1993 was served on the Petitioner for unauthorised absence from 21-4-1993 to 1-6-1993 for which an enquiry was conducted basing on which his basic pay was reduced by two stages as a measure of punishment in the time scale as per order dated 31-1-1994. It is submitted that the workman suffered from severe orthopaedic problems and underwent treatment from Dr B.D. Naidu and Dr. Ramesh Kumar, due to which he was absent from July, 1993 to June, 1994, hence, he was chargesheeted on 22-8-1994. That he met with an accident on 2-3-1996, he could not attend enquiry proceeding on 14-3-1996 and he reported at Visakhapatnam steel Plant health center and his treatment was continued till 22-4-1996. In spite of the fact that the workman met with accident and referred to cardiologist enquiry was set ex parte. Enquiry Officer held the charges as proved. It is submitted that though he submitted his explanation against the enquiry report the management passed final orders dated 31-8-1996 removing him from services. Though, the Petitioner workman submitted representation dated 12-8-1996 to Respondent No.2 seeking intervention for providing opportunity to the workman to appear before the Enquiry Officer and to prove that his absence is not unauthorised, his representation remained unconsidered.

3. That the workman approached the Hon'ble High Court of A.P., Hyderabad by filing W.P.No. 2261/2001 against the impugned proceedings No. Fdy./02/279 dated 31-8-1996, he was directed to approach this tribunal, as such, he withdrew the said W.P. Subsequently the workman received a letter from the management bearing NO.PL/MM/2001/1516 dated 18-4-2001 directing the workman to submit formats duly filled and return identity card, medical record cum identity to settle the dues to the workman. But, the Petitioner did not apply for settlement of his dues and all the dues are with the management. He prays that the impugned order dated 31-8-1996 be declared as illegal, arbitrary and unenforceable and management be directed to reinstate the workman with continuity of service.

4. The Respondent filed counter statement wherein they have challenged the allegation of the Petitioner that his previous service was unblemished it has further stated that Petitioner was not discharging his duties to the satisfaction of his superiors that Petitioner was drawing a wage of Rs.5100 PM is also not true. The applicant was drawing a basic pay of Rs.2815 + Rs.28 (SPP) P.M. only. First charge sheet was issued to the workman on 17-8-1993 for misconduct of unauthorised absence for the period from January, 1993 to July, 1993 for more than 150 days and vide orders dated 31-1-94 his basic pay was reduced by two stages in the time scale, as a measure of punishment. The Petitioner's attendance was continuously rated as 'poor' for the period 1992-93, 1993-94, 1994-95 and 1995-96. That in view of Petitioner's continuous unauthorised absence, the Reporting Officer could not give the confidential character report ratings which is a grave adverse remark itself. That the claimant never informed about his orthopaedic problem or treatment for the same and he did not examine the doctors in defence. It is submitted that the Petitioner was unauthorisedly absent for 316 days during July 1993 and June, 1994, for which a charge sheet was issued for the misconducts under clauses 27.46 and 27.65 of the Certified Standing Orders of Visakhapatnam Steel Plant. An enquiry was conducted following the principles of natural justice giving fully and fair opportunity to the Petitioner. An enquiry was conducted Petitioner to participate in the enquiry. Petitioner requested for adjournment of enquiry which was acceded and adjourned to 25-8-1995 and again on his request adjourned to 26-9-1995. Later Presenting Officer was on leave on that dated, the enquiry was adjourned to 6-10-1995 but on 5-10-1995 Petitioner sent telegram requesting for postponement of enquiry for about 40 days which was acceded and was posted to 12-1-1996. After hearing on 12-1-1996, the next sitting was posted to 29-1-1996, but again on this date the workman gave a letter stating that his co-worker was not available, again it was adjourned to 12-2-96, and again to 15-2-1996. On Petitioner's request the enquiry sitting dated

27-2-96 was adjourned to 14-3-96. But on this date the workman was absent and later after receiving his letter requesting for postponement dated 11-3-96 the Enquiry Officer reopened the enquiry and posted it to 27-4-96. On his request enquiry was postponed to 10-5-96, 12-6-96, 12-7-96. But on 12-7-96 he neither attended the enquiry nor sent any intimation for his absence. That the workman was given number of opportunities and adjournments thereby caused delay in enquiry for more than 1 year. Under those circumstances the Enquiry Officer set the enquiry exparte and enquiry report was submitted. The workman attended enquiry only on 3 occasions. After careful consideration of the enquiry report the management sent a copy of the enquiry report to the Petitioner vide letter dated 9-8-1996 and the Petitioner submitted his explanation dated 18-8-96. That no representation dated 12-8-96 has been submitted by the claimant to the General Manager. That the Disciplinary Authority after careful consideration, passed removal order dated 31-8-1996. It is submitted that unauthorised and chronic absenteeism causes dislocation of work affecting the discipline of the establishment. That the petition was filed after delay of 7 years and be dismissed on the ground of laches also. Therefore, the petition be dismissed.

6. I have heard both the parties and I have also gone through the pleadings and evidence on record. Learned Counsel for the Petitioner has assailed the enquiry proceeding and submitted that entire proceeding has been taken behind the back of the Petitioner. No intimation was given to the Petitioner, as such, the enquiry proceeding was conducted violating the principles of natural justice. Regarding the question of legality and validity of the domestic enquiry this tribunal has already heard parties' counsels and has expressed opinion by the order dated 21-1-2009 upholding the legality and validity of the domestic enquiry. This court has to consider :

(i) whether the Petitioner was habitual absentee and he has committed misconduct within the meaning of clause 27.46 and 22.2 read with 27.65 of company's Standing Orders.

(ii) whether the punishment imposed by the management is disproportionate to the gravity of the misconduct and excessive or not.

Point No.1: It has been argued that the Petitioner was not a habitual absentee and the record produced before the Enquiry Officer was fabricated, concocted and manipulated. To this argument of the Learned Counsel for the Petitioner, the Respondent's counsel has drawn the attention of this court to the averments made in the chargesheet, wherein it has been mentioned that Petitioner remain absent for 4 days in the month of July, 1993, 30 days in the month of August, 1993, 16 days in the month of September, 1993, 29 days in the month of October, 1993,

30 days in the month of November, 1993, 26 days in the month of December, 1993, 31 days in January, 1994, 28 days in the month of February, 1994, 31 days in the month of March, 1994, 30 days in the month of April, 1994, 31 days in the month of May, 1994 and 30 days in the month of June, 1994 which is evident from the attendance sheet produced by the Presenting Officer before the Enquiry Officer and Petitioner has not been able to show any fabrication, manipulation and concoction in the attendance card of the Petitioner. Thus, the contention of the Petitioner that finding of the Enquiry Officer is based on concocted and manipulated evidence is not correct. I am in agreement with the Learned Counsel for the Respondent that there is no fabrication, manipulation or concoction in the attendance card produced by the Presenting Officer before the Enquiry Officer and attendance card of the Petitioner produced before the Enquiry Officer is evident that Petitioner remained absent for 4 days in the month of July, 1993-30 days in the month of August, 1993, 16 days in the month of September, 1993, 29 days in the month of October, 1993, 30 days in the month of November, 1993, 26 days in the month of December, 1993, 31 days in January, 1994, 28 days in the month of February, 1994, 31 days in the month of March, 1994, 30 days in the month of April, 1994, 31 days in the month of May, 1994 and 30 days in the month of June, 1994 for which no cogent explanation has been submitted by the Petitioner, either before the Enquiry Officer or before this tribunal. Thus, the finding of the Enquiry Officer that the Petitioner remained absent during the Petitioner of his absence alleged in the chargesheet which amounts to his habitual absence is based on evidence produced before the Enquiry Officer.

Though the Petitioner and his counsel has argued that no opportunity was given to the Petitioner to participate in the enquiry proceedings, but it is not correct because the Petitioner himself has given a reply to the chargesheet served on him wherein he has claimed that he has never violated the Standing Orders of the company, he claims chargesheet under clause 22.2 read with 27.65 is exaggerated and he further claimed that he has already submitted letters for adjournments itself proves that chargesheet was given to the Petitioner and he claimed that due to ill-health he has not been able to perform his duties and he informed his inability to attend enquiry proceedings due to Orthritis, heart problem requesting for adjournments. The enquiry proceedings record shows that Petitioner appeared before the Enquiry Officer only on three occasions i.e., on 12-1-96, 5-2-96 and 15-2-96 and asked for adjournments on those three dates which were considered and 12-8-96 was given as date for last hearing. But on that date workman did not appear before the Enquiry Officer. Thus, the contention of the Petitioner that he was not informed about the enquiry proceeding is incorrect. He

has willfully absented himself from the enquiry proceeding, in that case, the Enquiry Officer has not committed any mistake in placing reliance on the ex-parte evidence produced by the Presenting Officer. That Petitioner remained absent from July, 1993 to June, 1993 for 316 days as alleged in the chargesheet. Point No.1 is replied as such.

Point No. 2: The Learned Counsel for the Respondent has argued that Petitioner was habitual absentee because he remained absent for more than 150 days from January, 1993 to July, 1993 for which he was punished by reduction in his basic pay by two steps. So the previous conduct of the Petitioner was also not satisfactory as alleged by him.

There was no material before the Enquiry Officer regarding the cause of absence of the Petitioner. The finding of the Enquiry Officer regarding the guilt of the Petitioner being proved is based on evidence and the contention of the Petitioner that he was suffering from ortheritis is not supported by any convincing and acceptable evidence, mere say of workman is not sufficient to justify his absence. Thus, the finding of the Enquiry Officer is based on evidence. There is no fault in the finding of the Enquiry Officer and no benefit could be given to the Petitioner. I have considered this argument of Respondent's counsel and I am also of the opinion that the evidence produced by the Presenting Officer is sufficient to prove the guilt of the Petitioner workman that he remained absent in the months from July, 1993 to June, 1994 and his absence was without sufficient cause and was a habitual absentee.

Learned Counsel for the Petitioner has challenged the punishment order on the ground that it is excessive and disproportionate to the misconduct alleged and proved against the Petitioner. He has further assailed the termination order on the ground that irrelevant material has been considered by the Disciplinary Authority, which was not the subject matter of the chargesheet. He has considered the past conduct of the Petitioner in imposing the punishment, thus, the order is illegal. Against this argument of the Learned Counsel for the Petitioner, the Learned Counsel for the Respondent argued that past record of workman can not be ignore while imposing punishment on him. He has relied upon the case law report in 2001 LLR page 814 in the matter of Depot Manager, APSRTC Visakhapatnam P.O., Industrial Tribunal -II, Hyderabad wherein the Hon'ble High Court of A.P., has held that past record of the workman, while considering the justification of punishment particularly in the matter of dismissal and discharge of workman while exercising power under Sec.II-A of the Industrial Disputes Act, 1947. The past record of the workman can not be over-looked and awarding reinstatement such exercise of powers amounted to misplaced sympathy. In the light of this pronouncement of Hon'ble High Court, the contention and argument of the Learned Counsel for the Petitioner that consideration of the past record was bad while imposing the punishment

has got no force and this tribunal has to consider the past conduct of the Petitioner in the matter of quantum of the punishment. Learned Counsel for the Respondent has further argued that if habitual absenteeism is proved and termination order has been passed by the employer then in the light of the misconduct of habitual absenteeism, the order of the termination of the services imposed by the management is valid and it can not be questioned. To support this argument, he has cited case law reported in 2009 2ALD page 276 in the matter of Kannam Nageswara Rao Vs. Rashtriya Ispat Nigam Ltd., Visakhapatnam wherein Hon'ble High Court of A.P., has held that where employee concerned was guilty of unauthorised absence on three previous occasions workman remained absent for 116 days, 18 days and 303 days respectively and various punishments were imposed on him for the said unauthorised absence in all the three occasions. Petitioner since a habitual absentee, removal from service, held, very appropriate punishment and reinstatement of such employee causes serious inconvenience and hardship to employer. I have considered this pronouncement of the Hon'ble High Court of A.P., the fact of the reported case is similar to the facts of the present case. Workman of this case was also punished on previous occasion i.e., in the year 1993 and the workman of this case has also not amended the way of his working and he remained absent for 316 days, thus, the management has not committed any mistake or illegality in terminating the services of the Petitioner. The punishment of termination passed by the management is neither excessive nor disproportionate it is the only proper punishment in the matter of present workman. There is no illegality or irregularity in passing of the order.

From the above discussion and conclusion, this tribunal is of the opinion that there is no merit in the claim petition, Petitioner is not entitled for any relief and claim petition deserves to be dismissed. Hence, this award. Parties shall bear their costs.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 24th day of March, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the	Petitioner
	NIL

Witnesses examined for the	Respondent
	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 29 अप्रैल, 2010

का.आ. 1353.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विशाखापटनम स्टील प्लांट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 125/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[सं. एल-15025/1/2010-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.125/2004) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Visakhapatnam Steel Plant and their workmen, which was received by the Central Government on 29-4-2010.

[No. L-15025/1/2010-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT: SRI VED PRAKASH GAUR, Presiding Officer
Dated the 24th day of March, 2010

INDUSTRIAL DISPUTE L.C. No. 125/2004

(Old I.T.I.D.(C) No. 53/2002 Transferred from
Industrial Tribunal-cum-Labour Court,
Visakhapatnam)

BETWEEN:

Sri. M. Srinivasu,
S/o Late Ramachandra Rao,
R/o H.No. 18-182, Kanithi Road,
Kilashnagar, Gajuwaka,
Visakhapatnam.

...Petitioner

AND

1. The Chairman-cum-Managing Director,
Visakhapatnam Steel Plant,
M/s. Rashtriya Ispat Nigam Ltd.,
Ukkunagaram, Visakhapatnam.
2. The Executive Director (Works),
Visakhapatnam Steel Plant,
M/s. Rashtriya Ispat Nigam Ltd.,
Ukkunagaram, Visakhapatnam.

3. The General Manager,
QA & TD Department,
Visakhapatnam Steel Plant,
M/s. Rashtriya Ispat Nigam Ltd.,
Ukkunagaram, Visakhapatnam.
4. The Deputy General Manager,
QA & TD Department,
Visakhapatnam Steel Plant,
M/s. Rashtriya Ispat Nigam Ltd.,
Ukkunagaram, Visakhapatnam. ...Respondents

APPEARANCES:

For the Petitioner : M/s. L. Appa Rao & L. Srinivasa
Kumar, Advocates

For the Respondents : M/s. Y. V. Sanyasi Row &
Y. Ramesh, Advocates for R1
to R3.

AWARD

This petition is filed by Sri M. Srinivasu under Section 2A(2) of the I.D. Act, 1947 before the Industrial Tribunal-cum-Labour Court, Visakhapatnam in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India, and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No. H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I.T.I.D.(C). No. 53/2002 and renumbered in this Court as L.C.I.D. No. 125/2004.

2. It is submitted by the Petitioner that he was initially appointed as trainee in Respondent's organization on 19-5-1988 and he was confirmed on 16-2-1990. In the year 1992 Petitioner's probation was declared in the post of technician. There from he was promoted to grade S-4 in the year 1996 and was discharging his duties to the satisfaction of Respondent No.1. There was no remark from any corner. However, a chargesheet No. WK/QA&TD/18/1258, dated 23-5-1998 was served on the Petitioner with following allegations:

- (1) Willful and habitual absence from duty (CSO cl. 27.46)
- (2) Violation of Standing Orders of the company (CSO cl. 22.2 read with cl. 27.65)

3. It was alleged that Petitioner was absent from duty for 84 days and he was directed to submit his explanation to which the Petitioner submitted explanation on 5-6-98. In the mean time an enquiry was conducted behind the back of the Petitioner and report was submitted on 8-10-98. Immediately the Petitioner addressed a letter stating that he suffered ill-health and under-went treatment on 29-9-1998 and requested the Respondent not to initiate any action basing on exparte enquiry. He was waiting for the notice of the enquiry from the Respondent but to his

utter surprise to notice was served and Disciplinary Authority accepted the finding of ex-parte enquiry report on 22-9-98. It has further been submitted that due to some unavoidable circumstances and physical and mental problems Petitioner could not attend the office regularly for which he was realizing and suffering mental agony. There was no willful and habitual absence. Petitioner submitted his joining report on 19-8-1998 along with medical certificate issued by Aswani Hospital, Visakhapatnam. Respondent having allowed the Petitioner assume the charge and the General Manager (M&H) was directed to conduct investigation into the genuineness of the certificate produced by the workman. Petitioner was not given opportunity during enquiry proceedings. The Enquiry Officer has submitted ex-parte report which was relied upon by the Disciplinary Authority who has imposed a maximum punishment of removal from the service which is too harsh and disproportionate to the gravity of the offence. The Appellate Authority has also confirmed the order of the removal. Enquiry Officer not considered the explanation submitted by the Petitioner. From the record the absence of Petitioner has not been proved, however, concocted and fabricated evidence was produced during enquiry. The order of removal is illegal and unwarranted. Petitioner filed WP No. 5728/99 which was withdrawn by the Petitioner with liberty to file claim petition before the this Industrial Tribunal. Thereafter Petitioner's wife fell sick and he could not take immediate step to approach the Industrial Tribunal and hence, the delay. Petitioner has prayed that the removal from service dated 4-3-99 be declared as illegal and arbitrary and set aside the same with direction to Respondent to reinstate the Petitioner in service with all consequential benefits.

4. The Respondent filed counter statement wherein they have challenged the allegation of the Petitioner that his previous service was unblemished and has been stated that Petitioner was discharging his duties to the satisfaction of his superiors. (i) That first charge sheet dated 23-11-1995 for habitual absence of 134 days for which reduction of basic pay by one stage was passed under order dated 18-5-1996 (ii) second charge sheet dated 7-6-1997 for habitual absence for 117 days resulting in reduction of pay by two stages under order dated 26-11-1997. Though earlier punishment had no salutary effect on claimant Petitioner he continued to indulge in unauthorized habitual absence, charge sheet dated 23-5-1998 was issued and a domestic enquiry was conducted following the principles of natural justice. The services of the Petitioner were terminated by the order dated 25-1-1999. To the charge sheet dated 23-5-98 the Petitioner did not submit any explanation dated 5-6-1998. The domestic enquiry was conducted within the knowledge of the Petitioner and that was informed to the Petitioner under notice dated 1-8-1998 sent through registered post. Petitioner submitted application dated 17-8-1998 for resumption on the ground of the health. The enquiry was adjourned to 27-8-1998 and second notice dated 21-8-1998

was given to the Petitioner. The Petitioner did not appear on adjourned date of hearing. Even then Enquiry Officer adjourned the proceedings to 12-9-98, on the date of hearing worker attended enquiry and requested the Enquiry Officer to give some more time to secure the services of a co-worker. His request was accepted and enquiry was fixed for 22-9-98, with a warning that no further date will be given. It was acknowledged by Petitioner on 12-9-98. But on the adjourned date of hearing the Petitioner did not appear and abstained deliberately from the enquiry. The allegation of Petitioner regarding not giving notice is unfounded. The Petitioner was a habitual absentee, his misconduct is grave, as such, the management has imposed punishment of removal. That no illegality or irregularity has been committed by the management in awarding the punishment of removal to the Petitioner.

5. A rejoinder was filed by the Petitioner. Parties were directed to submit their evidence. Petitioner filed his appointment order, medical certificate of the time of joining, etc. As against, the Respondent has filed charge sheet dated 23-5-98, alleged explanation dated 5-6-98, enquiry proceedings record and order of punishment to Petitioner.

6. I have heard both the parties and I have also gone through the pleadings and evidence on record. Learned Counsel for the Petitioner has assailed the enquiry proceeding and submitted that entire proceeding has been taken behind the back of the Petitioner. No intimation was given to the Petitioner, as such, the enquiry proceeding was conducted violating the principles of natural justice. Regarding the question of legality and validity of the domestic enquiry this Tribunal has already heard parties' counsels and has expressed opinion by the order dated 21-1-2009 upholding the legality and validity of the domestic enquiry. This court has to consider:

(i) whether the Petitioner was habitual absentee and he has committed misconduct within the meaning of clause 27.46 and 22.2 read with 27.65 of company's Standing Orders.

(ii) whether the punishment imposed by the management is disproportionate to the gravity of the misconduct and excessive or not.

Point No. 1: It has been argued that the Petitioner was not a habitual absentee and the record produced before the Enquiry Officer was fabricated, concocted and manipulated. To this argument of the Learned Counsel for the Petitioner, the Respondent's counsel has drawn the attention of this court to the averments made in the charge sheet, wherein it has been mentioned that Petitioner remain absent for 25 days in the month of June, 1997 w.e.f. 1-6-97 to 25-6-97, for 24 days in the month of August, 1997 from 4-8-97 to 14-8-97 and 18-8-97 to 30-8-97 6 days in December, 1997, on 9-12-97, 18-12-97 and 22-12-97 to 25-12-97, 12 days in March, 1998 from 1-3-98 to 6-3-98, from 18-3-98 to 20-3-98 and 24-3-98 to 26-3-98, 17 days in April, 1998 from 1-4-98 to 2-4-98, from 5-4-98 to 6-4-98, from 8-4-98 to 12-4-98, from 15-4-98 to 20-4-98 and 29-4-98 to

30-4-98, which is evident from the attendance sheet produced by the Presenting Officer before the Enquiry Officer and Petitioner has not been able to show any fabrication, manipulation and concoction in the attendance card of the Petitioner. Thus, the contention of the Petitioner that finding of the Enquiry Officer is based on concocted and manipulated evidence is not correct. I am in agreement with the Learned Counsel for the Respondent that there is no fabrication, manipulation or concoction in the attendance card produced by the Presenting Officer before the Enquiry Officer and attendance card of the Petitioner produced before the Enquiry Officer is evident that Petitioner remained absent for 25 days in June, 1997 for 25 days in August, 1997 for 24 days, for 6 days in December, 1997, for 12 days in March, 1998 and for 17 days in April, 1998, for which no cogent explanation has been submitted by the Petitioner, either before the Enquiry Officer or before this Tribunal. Thus, the finding of the Enquiry Officer that the Petitioner remained absent during the Petitioner of his absence alleged in the chargesheet which amounts to his habitual absence is based on evidence produced before the Enquiry Officer.

Though the Petitioner and his counsel has argued that no opportunity was given to the Petitioner to participate in the enquiry proceedings, which is not correct because the Petitioner himself has given a reply to the chargesheet served on him wherein he has claimed that he has never violated the Standing Orders of the company, he claims chargesheet under clause 22.2 read with 27.65 is exaggerated and he further claimed that he has already submitted a letter for transfer on the health grounds which may be considered and his for the transfer be allowed and charges be withdrawn. Letter dated 5-6-98 itself proves that chargesheet was given to the Petitioner and he claimed that due to ill-health he has not been able to perform his duties and he wanted to get himself transferred from the section where he was working to any other section. The enquiry proceedings record shows that Petitioner appeared before the Enquiry Officer on 16-9-97 and asked for adjournment, which was considered and 22-9-98 was given as date for next hearing. But on that date workman did not appear before the Enquiry Officer. Thus, the contention of the Petitioner that he was not informed about the enquiry proceeding is incorrect. He has willfully absented himself from the enquiry proceeding, in that case, the Enquiry Officer has not committed any mistake in placing reliance on the ex-parte evidence produced by the Presenting Officer. That Petitioner remained absent in the months of June, August and December of 1997 and March, April of 1998 as alleged in the chargesheet.

Point No. 2: The Learned Counsel for the Respondent has argued that Petitioner was habitual absentee because he remained absent for 134 days in 1995 for which he was punished by reduction in his basic pay by order dated 18-5-96, in the year 1997 he remained absent

for 117 days for which he was punished by stoppage of two increments under order dated 26-11-97. So the previous conduct of the Petitioner was also not satisfactory as alleged by him.

There was no material before the Enquiry Officer regarding the cause of absence of the Petitioner. In his application for his request to transfer from the concerned department from where he was working to any other department on the ill-health grounds. The application of Petitioner was not supported with any medical certificate or fitness of any medical practitioner before the Enquiry Officer. The finding of the Enquiry Officer regarding the guilt of the Petitioner being proved is based on evidence and the contention of the Petitioner that he was suffering from ill-health or mental problem is not supported by any convincing and acceptable evidence is not sufficient to justify his absence. Thus, the finding of the Enquiry Officer is based on evidence. There is no fault in the finding of the Enquiry Officer and no benefit could be given to the Petitioner. I have considered this argument of Respondent's counsel and I am also of the opinion that the evidence produced by the Presenting Officer is sufficient to prove the guilt of the Petitioner workman that he remained absent in the months of June, August and December, of 1997, March and April of 1998 and his absence was without sufficient cause and was a habitual absentee.

Learned Counsel for the Petitioner has challenged the punishment order on the ground that it is excessive and disproportionate to the misconduct alleged and proved against the Petitioner. He has further assailed the termination order on the ground that irrelevant material has been considered by the Disciplinary Authority, which was not the subject matter of the chargesheet. He has considered the past conduct of the Petitioner in imposing the punishment, thus, the order is illegal. Against this argument of the Learned Counsel for the Petitioner, the Learned Counsel for the Respondent argued that past record of workman cannot be ignored while imposing punishment on him. He has relied upon the case law report in 2001 LLR page 814 in the matter of Depot Manager, APSRTC Visakhapatnam. P.O., Industrial Tribunal-II, Hyderabad wherein the Hon'ble High Court of A. P. has held that past record of the workman, while considering the justification of punishment particularly in the matter of dismissal and discharge of workman while exercising power under Section 11-A of the Industrial Disputes Act, 1947—The past record of the workman cannot be overlooked and awarding reinstatement such exercise of powers amounted to misplaced sympathy. In the light of this pronouncement of Hon'ble Court, the contention and argument of the Learned Counsel for the Petitioner that consideration of the past record was bad while imposing the punishment has got no force and this Tribunal has to consider the past conduct of the Petitioner in the matter of quantum of punishment. Learned Counsel for the Petitioner

has further argued that if habitual absenteeism is proved and termination order has been passed by the employer then in the light of the misconduct of habitual absenteeism, the order of the termination of the services imposed by the management is valid and it can not be questioned. To support this argument, he has cited **case law reported in 2004 2ALD page 276 in the matter of Kannam Nageswara Rao Vs. Rashtriya Ispat Nigam Ltd., Visakhapatnam** wherein Hon'ble High Court of A.P., has held that where employee concerned was guilty of unauthorised absence on three previous occasions workman remained absent for 116 days, 18 days and 303 days respectively and various punishments were imposed on him for the said unauthorised absence in all the three occasions. Petitioner since a habitual absentee, removal from service, held very appropriate punishment and reinstatement of such employee causes serious inconvenience and hardship to employer. I have considered this pronouncement of the Hon'ble High Court of A.P., the fact of the reported case is similar to the facts of the present case. Workman of this case was also punished on previous two occasions i.e., in the year 1995 and 1997 the workman of this case has also not amended the way of this working and he remained absent for 84 days in the years 1998 and 1997, thus, the management has not committed any mistake or illegality in terminating the services of the Petitioner. The punishment of termination passed by the management is neither excessive nor disproportionate it is the only proper punishment in the matter of present workman. There is no illegality or irregularity in passing of the order.

From the above discussion and conclusion, this Tribunal is of the opinion that there is no merit in the claim petition. Petitioner is not entitled for any relief and claim petition deserves to be dismissed. Hence, this award. Parties shall bear their costs.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 24th day of March, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evicence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner
NIL

Documents marked for the Respondent
NIL

नई दिल्ली, 29 अप्रैल, 2010

का.आ. 1354.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय सीमेंट लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 55/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[स. एल-15025/1/2010-आई आर(एम)]

कमल बाखरा, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.53/2006) of the Central Government Industrial Tribunal Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of India Cement Limited and their workman, which was received by the Central Government on 29-4-2010.

[No. L-15025/1/2010-IR (M)]

KAMAL BAKHRI, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Shri Ved Prakash Gaur,
Presiding Officer

Dated the 15th day of March, 2010

Industrial Dispute L.C. NO. 55/2006

(Old I.T.L.D.(C) No. 53/2002 Transferred from
Industrial Tribunal-cum-Labour Court Visakhapatnam)

BETWEEN:—

Sri. P. Obulesu,
S/o Pedda Obbanna,
R/o H.No. 5-1836,
Geetha Ashram Road,

Prodduturu Cuddapah District

...Petitioner

AND

1. The Vice President,
The India Cements Limited,
Yerraguntla, Cuddapah District.

2. The Manager,
The India Cements Limited,
IV Floor, 827, Annasalai,
Chennai, Tamilnadu.

...Respondent

APPEARANCES

For the Petitioner : M/s. E.T. Narasimha E.E. Manjushaa
& J. D. Sathyavathe. Advocates

For the Respondent : M/s. C. Niranjana Rao, K. Guru
Priya, D. Bapu Rao & Srinivasa
Kumar. Advocates

AWARD

Sri P. Obulesu has filed this petition under Section 2A (2) of the I.D. Act, 1947 in view of the case law reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The contention of the Petitioner is that he was appointed in the year 1983 as a trainee for 12 months on consolidated stipend of 450 per month in the Cement project site of Coramandal Fertilizers Ltd., at Chilakmur. After completion of the trainee in cement plant he was appointed to the post of shift in-charge w.e.f. 23-7-1984 and his pay was revised to Rs. 487.50 ps per month in grade IV besides other allowances and facilities after completion of six months probation. He was confirmed in the plant as shift in-charge again his pay was revised in Grade VI w.e.f. 1-1-1989 and salary was revised to Rs. 820 PM. The said Coromandal Fertilizers Ltd., existed upto 1990. Thereafter it was taken over by India Cements Limited, Chennai absorbing all the employees without changing, modifying or altering the terms and conditions of the service. The Petitioner was later promoted as Assistant Engineer in Grade-M1 under the management of India Cements Limited and basic salary was revised to Rs. 1050 per month. He was promoted to post of Senior Engineer w.e.f. 1-1-2000 but the structure in respect of superannuation was not revised and it was for 58 years. During the course of amalgamation some internal transfers, arrangements were made and the Petitioner was transferred to the place with basic pay, special HRA, LTA etc. The Petitioner was subsequently designated as Assistant Manager with a salary of Rs. 12,000 and D.A. was also revised. Though he was designated as Assistant Manager no managerial powers were conferred on him. However, the Petitioner was forced to sign his resignation letter on 27-12-2004, as a result of which the Petitioner was subjected to irreparable loss, injury and mental agony. On the basis of forced resignation of the Petitioner along with a DD of Rs. 37,030.50 Ps. towards notice pay. The DD was drawn on 13-12-2004 whereas it was given to the Petitioner on 27-12-2004. On 16-2-2005 the Respondent issued letter along with the DD of Rs. 3,02,175 towards full and final settlement of PF, however, the management has deducted a sum of Rs. 540 out of the Provident Fund. Petitioner filed a W.P. No. 8196/2005 which was dismissed leaving upon all the remedies available under the law thus, this petition was filed.

3. The Respondent filed counter statement wherein they have denied the contention of the Petitioner regarding putting any pressure on the Petitioner for submitting any resignation letter. The Respondent has further stated that there is no dismissal, discharge or termination of the Petitioner. It is a case of voluntary resignation of the Petitioner, hence, this petition is not maintainable. They have further submitted that the Petitioner has accepted Rs. 3,02,175 towards full and final settlement of his PF amount and has issued a receipt. The Petitioner has further issued receipt dated 22-2-2005 confirming receipt of Rs. 1,21,846 towards gratuity. The management has

deducted interest for the period 2007-08 to the months April to December, no illegal deduction has been made. Petitioner's salary was Rs. 5,085 and he was exercising managerial and supervisory functions. As such, the petition is not maintainable.

4. Parties were asked to lead their evidence but after affording several opportunities the Petitioner did not avail any opportunity to adduce evidence. His evidence was closed on 7-7-2009 and his case was lost. Arguments were heard on 15-7-2009. On the date of arguments also none appeared from the side of the Petitioner or from the side of the Respondent. Hence, no other option was left but to pass an award.

5. there is no evidence in support of the Petitioner's claim hence, this tribunal is of the opinion that no award is possible. In the absence of any evidence in support of the pleadings of the Petitioner in the claim petition, Petitioner has not been able to prove his case and this way he is not entitled for relief and hence, this award.

Award passed accordingly. Transmitt.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 15th day of March, 2010.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 29 अप्रैल, 2010

का.आ. 1355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार उड़ीसा माइनिंग कोरपोरेशन लिमिटेड के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 5/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[सं. एल-27012/8/2005-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1355.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.5/2006) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Orissa Mining Corporation Ltd. and their workman, which was received by the Central Government on 29-4-2010

[No. L-27012/8/2005-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT BHUBANESWAR**

PRESENT: Sri J. SRIVASTAVA,

Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 5/2006

Date of Passing Award—9th April, 2010

BETWEEN :

The Management of the Managing Director,
Orissa Mining Corporation Ltd., OMC House,
Bhubaneswar (Respondent) 1st Party—Management
Side

Their Workman represented through the General
Secretary, Orissa Mining Workers Federation,
C/o OMC Ltd., OMC House, Bhubaneswar.

...2nd Party Union

APPEARANCES:

Shri S.R. Pattnaik, ... For the 1st Party-Management
Manager (Local)

Shri A.K. Samal, ... For the 2nd Party-Union
General Secretary

AWARD:

The Government of India in the Ministry of Labour and Employment in its F.O.I./L-1/Labour No L-27012/8/2005-IR (M) dated 29-4-2010 has conferred powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute in relation to the Management of M/s. Orissa Mining Corporation Limited, OMC House, Bhubaneswar and their workman for adjudication to this Tribunal:

"Whether the Grievances raised by Orissa Mining Workers Federation against the Management of M/s. Orissa Mining Corporation Limited over the issue of regularization of Seniority Mark justified? If so, to what relief the concerned workman is entitled?

2. The Government which referring the dispute to this Tribunal directed the parties raising the dispute to file the statement of claim with relevant documents and list of witnesses with the Tribunal within fifteen days from the date of receipt of the order of reference. When the claim statement was not filed and the parties did not appear, notices were served upon them. Subsequently both the parties to the dispute appeared before me. On the side of the 2nd Party-Union raising the dispute no statement of claim has been filed. Instead of filing claim statement the representative of the 2nd Party Union filed a statement on 11-7-2007 alleging that the dispute has been solved out by discussions held between the parties and the proposal so arrived at was accepted by the Board of Directors and hence no lis subsists with the Management. Accordingly the I.D. Case may be disposed of and award may be passed.

3. On this petition my learned predecessor has passed a detailed order on 10-5-2007 by which he rejected the petition and ordered to issue notice to the workman to file his statement of claim. From that date to this date the workman has not filed any statement of claim and the General Secretary of the Federation who represented the workman chose to remain absent on last several dates. Thus there has come no statement of claim before this Tribunal from the side of the party raising the dispute.

4. Now it appears from the record that the parties are not interested in adjudicating the dispute so much so by not filing the claim statement by the party raising the dispute and counter statement by the other party. Possibly there may not be subsisting any lis for adjudicating the dispute. As such it is no use to keep the case pending for long. Reference is accordingly liable to be returned to the Government of India, Ministry of Labour and Employment as unanswered.

5. I, order accordingly. Dictated and Corrected by me.

J. SRI SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2010

का.आ. 1356.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार उड़ीसा माइनिंग कारपोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अस्तित्व में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 20/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[फा. सं. एल-29012/12/2006-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2006) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Orissa Mining Corporation Ltd. and their workman, which was received by the Central Government on 29-4-2010.

[F. No. L-29012/12/2006-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
BHUBANESWAR**

PRESENT: Sri J. SRIVASTAVA,

Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 20/2006

Date of Passing Award—9th April, 2010

BETWEEN :

The Management of the Managing Director,
Orissa Mining Corporation Ltd., OMC House,

Bhubaneswar (Orissa)-751001. ... 1st Party Management

AND

Their Workman represented through the General Secretary, Orissa Mining Workers Federation, C/o. OMC Ltd., OMC House, Bhubaneswar.

...2nd Party—Union.

APPEARANCES:

Shri S.R. Pattnaik ... For the 1st Party—Management.
Manager (Legal)

Shri A.K. Samal, ... For the 2nd Party—Union
General Secretary

AWARD

The Government of India in the Ministry of Labour and Employment, New Delhi *vide* its letter No. L-29012/12/2006-IR (M), dated 4-9-2006 in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute in relation to the Management of M/s. Orissa Mining Corporation Limited, OMC House, Bhubaneswar and their workman for adjudication to this Tribunal.

"Whether the action of the management of M/s. Orissa Mining Corporation Limited in relation to their various units under Rayagada Zone in not providing equal pay for equal work to the workman (the details of whom are given in (Annexure-A) subject to transfer to any other Mine and Prospecting Camp by the Management) incompatibility with their regular counterpart engaged in the Establishment and not regularizing them in the permanent posts of OMC Ltd., considering their length of service being engaged in permanent/perennial nature of job, being confirmed designation and independent handling of assigned task is legal and justified? If not, to what relief the concerned are entitled?

2. The Government while referring the dispute to this Tribunal directed the parties raising the dispute to file the statement of claim with relevant documents and list of witnesses with the Tribunal within fifteen days from the date of receipt of the order of reference. When the claim statement was not filed and the parties did not appear, notices were issued to them. Subsequently both the parties to the dispute appeared. But from the side of the 2nd Party-Union raising the dispute no statement of claim has been filed. Instead of filing claim statement the representative of the 2nd Party-Union filed a petition on 6-8-2007 alleging that the dispute has been sorted out by discussions held between the parties and the proposal so arrived at was accepted by the Board of Directors and hence no lis subsists with the Management. Accordingly the I.D. Case may be disposed of and award may be passed.

3. Since then the matter has been hanging for consideration of the petition of the Union. First the Management took time and then the Union kept itself

absenting from Court. A notice also issued to it on 13-1-2010. But none appeared.

4. Now it appears from the record that the parties are not interested in adjudicating the dispute so much so by not filing the claim statement by the party raising the dispute and counter statement by the other party. Possibly there might not be subsisting any lis for adjudicating the dispute. As such there is no use to keep the case pending for long. The reference is accordingly liable to be returned to the Government of India, Ministry of Labour and Employment as unanswered.

I order accordingly. Dictated and Corrected by me.

Shri J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2010

का.आ. 1357.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. ब्रिस्क आर्या इंडिया (पी) लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 32/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[फा. सं. एल-12011/22/2008-आई आर(बी.1.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/2008) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure in the Industrial Dispute between the management of M/s. Brink's Arya India (P) Ltd. and their workmen, received by the Central Government on 29-4-2010.

[F.No. L-12011/22/2008-IR (B-1)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI

TUESDAY, the 20th April, 2010

**PRESENT: A. N. JANARDANAN, Presiding Officer
INDUSTRIAL DISPUTE NO. 32/2008**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947), between the Management of Brink's Arya India (P) Ltd. (Madurai Unit) and their Workmen)

BETWEEN

The General Secretary
Brink's Arya India (P) Ltd.
(Madurai nit) All Workers Union
146, Puttu Othoppu Road
Madurai-625016

Petitioner/I Party

Vs.

The Manager (Operations) : Respondent/II Party
 M/s. Brink's Arya India (P) Ltd.
 16, TV Colony, Andalpuram
 Madurai-625003

APPEARANCE:

For the Petitioner : M/s V. Ajoy Khose & V. Porkodi

For the Management : M/s L. Rajasekar &
 D. Muthukumar

AWARD

The Central Government, Ministry of Labour *vide* its Order No. L-12011/22/2008-IR (B-I), dated 24-6-2008 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the management of Brink's Arya India (P) Ltd. (BAIPAL), Mumbai in not extending the payment of Gun Allowance, Washing Allowance, Cleaning of Vehicle Allowance, the Dearness Allowance, Variable Allowance etc. w.e.f. March 2003 at par with other employees of the company at other establishments i.e. Mumbai as claimed by Brink's Arya India (P) Ltd. (Mumbai Unit) All Workers Union is justified or not? If not, what relief the employees of the Madurai Establishment are entitled to?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 32/2008 and issued notices to both sides. Both sides entered appearance through their Advocates and filed their Claim and Counter Statement as the case may be.

3. The case of the Petitioner Union briefly reads as follows :

In comparison to the salary bills of the year 2005 and 2007 there is an apparent difference in the disbursement of washing allowance, Dearness Allowance, Tea allowance, BDA, CCA and HRA. The Gun Allowance and Washing Allowance have not been given since the date of joining of the employees. No explanation is given for the disparity treatment. The salary slip of one employee in 2003 bearing no. 1025, A. Selvam indicates that he received the allowance which is subsequently denied. The act of the Respondent is highly irrational, imprudent and non-judicious. Hence the prayer to direct the Management to grant the allowance.

4. The contentions in the Counter Statement briefly read as follows :

There is no dispute raised by the First Party. The order of reference of the Ministry of Labour is not correct. Second Party is not an organization under the authority of the Central Government. This Tribunal has no jurisdiction to adjudicate the reference. Second Party is a private company with 44 branches all over India. The referred question as a plea was not taken by the First Party in the petition presented before the Assistant Commissioner of

Labour (Central), Madurai. The events mentioned therein are in respect of 12 persons employed under the Second Party as Operational Assistant (Gunman) viz. (i) D. Thomas, (ii) G. Muthaiah (iii) P. Rajamanickam (iv) J. Thangaraj and (v) S. Karunakaran who draw basic salary of Rs. 3,600, Fixed Dearness Allowance of Rs. 1,350, HRA Rs. 495, Conveyance Allowance Rs. 1,050, Washing Allowance Rs. 100 and Gun Allowance Rs. 350. The persons employed as Gunman and Driver are paid basic salary of Rs. 3,600, Fixed Dearness Allowance of Rs. 1,350, HRA Rs. 495, Conveyance Allowance Rs. 1,350, Uniform Washing Allowance Rs. 200, Gun Allowance Rs. 250 and Dual Function Allowance Rs. 2,500. That some of the employees are given preferential treatment seems to be frivolous since uniform payment is made to all the employees concerned. All the statutory payments and allowances are made to the employees of the Madurai branch. Vehicle Washing Allowance, Uniform Washing Allowance and the Gun Allowance are paid to the employees as per Head Office directions. The management extends Extra Working Allowance for 4 hours during Saturdays w.e.f. November, 2006. The claim of the same with retrospective effect is not reasonable. With the payment of Fixed Dearness Allowance demand for CCA and VDA is not tenable. All the allowances are determined on the basis of Industry-cum-Region formula. There is no provision to pay Outstation Kilometre Allowance on pan-india basis. Employees are supposed to travel from one place to another during operational commitments on hub and spokes pattern of operations administered by the Madurai branch. The demands are not justified and without any basis. The petition is malafide to target the Manager (Operations). There is no genuine grievance. The same is to be dismissed.

5. The points for consideration are :

- (i) Whether the action of the Management in not extending the payment of gun allowance, washing allowance, cleaning of vehicle allowance, the Dearness Allowance, Variable allowances etc. w.e.f. March, 2003 at par with other employees of the company at other establishments i.e. Mumbai as claimed by Brinks Arya India (P) Ltd. (Mumbai Unit) All Workers Union is justified?
- (ii) To what relief the employees of Madurai establishment are entitled?

Point (i) and (ii)

6. In this case on several dates to which it stood posted it remained unrepresented on either side. Both parties had filed their Statements of Claim and Counter. They did not file the list of documents in support of the respective contentions. Eventually when the case stood posted to 09-04-2010 and 13-04-2010, there was no representation for the petitioner who is called absent and set ex-parte.

7. After filing the Claim Statement the petitioner has not taken any steps to produce any documents or let in any evidence in support of their claim. As averred in the Counter Statement the conspicuous case of the Respondent is that actually there is no dispute at all arisen before the

Assistant Commissioner of Labour (Central), Madurai by way of petition filed by the petitioners. The very reference is assailed as incorrect. In spite of all these contentions the petitioner has not come forward to let in any piece of evidence to substantiate their claim and therefore they are bound to fail. Therefore, the action of the Management in not extending the payments of allowances is held to be justified. The petitioners are not entitled to any relief.

8. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th April, 2010).

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : None
For the II Party/Respondent : None

Documents Marked :

On the Petitioner's side

Ex. No.	Date	Description
	Nil	

On the Management's side :

Ex. No.	Date	Description
	Nil	

नई दिल्ली, 29 अप्रैल, 2010

का.आ. 1358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू. सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 282/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[सं. एल-22012/84/2000-आई आर (सी II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 282/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of WCL and their workmen, which was received by the Central Government on 29-4-2010.

[No. L-22012/84/2000-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/282/2000

Date : 19-04-2010

Petitioner/ : The Secretary,
Party No. I R. K. K. M. S. (INTUC),
PO. Chandametta,
Dist. Chhindwara,
Chhindwara (M.P.)
(on behalf of Raffique Ahmed S/o Rasheed)

Versus

Respondent/ : The General Manager,
Party No. 2 Western Coalfield Limited,
Kanhana Area, PO: Dungaria,
Distt. Chhindwara,
Chhindwara (M.P.).

AWARD

(Dated : 19th April, 2010)

1. The Central Government after satisfying the existence of dispute between the Secretary, R.K.K.M.S. (INTUC), PO. Chandametta, Chhindwara (Party No. 1) and the General Manager, Western Coalfield Limited, Kanhana Area, PO: Dungaria, Chhindwara (M.P.) (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-22012/84/2000-IR(CM-II) dated 08-09-2000 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the Manager, Damua Colliery of WCL, PO: Damua, Distt. Chhindwara (MP) in dismissing Sh. Raffique Ahmed S/o Sh. Rashid, Badli Tub Loader of Damua Colliery of WCL w.e.f. 9-4-93 is justified? If not, what relief the workman is entitled to?"

3. It is the case of dismissal due to the absentee. The Petitioner Shri Raffique Ahmed s/o Sh. Rashid was Badli Tub Loader working in Damua Colliery of WCL. He without giving any application for leave and getting it sanctioned is not attending the work. He is absent for considerable long time without any leave. The management initiated the enquiry and issued an Order of dismissal. The same Order is challenged in this reference.

4. In response of notice on receipt of reference of Government, the petitioner appeared before this Tribunal and filed the statement of claim. The same was replied by the management. After filing the statement of claim, the petitioner never appeared in the Court and prosecuted the reference. Except filing of the statement of claim, he has neither cared to attend the Court nor filed an affidavit either in respect of validity of enquiry or as final order. He was absent even during the enquiry. He also did not take any interest in the proceeding. In fact, the case has been closed for Award long back in the year 2006. Even from 2006 till today he never appeared and took pain for either requesting to set aside the ex parte order or by adducing evidence in respect of alleged illegal dismissal. It appears that the petitioner is not interested in proceeding with the case and there are no reasons to continue to wait for adducing evidence. In such circumstances, it is dismissed for default of the petitioner and I pass this negative Award. Hence, this Award.

Date : 19-04-2010

A. N. YADAV, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2010

का.आ. 1359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार एवं डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 6/2005) को प्रकाशित करती है, जो केंद्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[सं. एल-22012/52/2004-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 6/2005 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Western Coalfield Limited, and their workmen, received by the Central Government on 29-4-2010.

[No. L-22012/52/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP 6/2005

Dated : 12-4-2010

Petitioner/ Party No. 1 : Sh. Mohd. Rafik Khan,
M. P. Koyala Khadan Mazdoor
Panchayat, P.O. Junnardeo, Distt.
Chhindwara, Chhindwara (M.P.)

Versus

Respondent/ Party No. 2 : The General Manager,
Western Coalfield Limited of Pench
Area, P.O. Parasia, Distt. Chhindwara,
Chhindwara (M.P.)

AWARD

(Dated : 12th April, 2010)

1. The Central Government after satisfying the existence of dispute between the Sh. Mohd. Rafik Khan, M. P. Koyala Khadan Mazdoor Panchayat, Chhindwara (Party No. 1) and the General Manager, Western Coalfield Limited of Pench Area, P.O. : Parasia, Chhindwara (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-22012/52/2004-IR (CM-II) dated 30-12-2004 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following Schedule.

2. "क्या प्रबंधन, वेस्टर्न कोलफील्ड लिमिटेड पेंच एरिया पोस्ट-डुंगरिया, जिला छिन्दावाडा, प. प्र. के प्रबंधन द्वारा श्री किशोर

आत्मज बच्चू एवं लोंडर या. नं. 1590ए रावनवाडा खास कोलरी को सेवा से पृथक करने की कार्यवाही न्यायोचित है? यदि नहीं, तो संबंधित पक्ष किस अनुतोष का हकदार है?"

3. The reference came up for hearing on 18-12-2006 on which the petitioner and his counsel were absent. The petitioner and his counsel were absent for more than three years except on two occasions. The Counsel for Petitioner has not even filed his Statement of Claim. On 5-4-2010, the petitioner and his counsel were also absent. It seems that the Petitioner is not taking any interest in prosecuting the case. I do not think it proper to continue it on the same stage years together. In the circumstances, no purpose will be served in continuing the case, hence it dismissed for the default of the Petitioner and I pass the negative award that he is not entitled for any relief. Hence this Award.

Date : 12-4-2010

A. N. YADAV, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2010

का.आ. 1360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार नार्थवेस्ट रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 79/2004) को प्रकाशित करती है, जो केंद्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[सं. एल-41012/28/2004-आई आर(बी-I)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 79/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 29-4-2010.

[No. L-41012/28/2004-IR (B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW**

PRESENT

N. K. PUROHIT

PRESIDING OFFICER

I. D. No. 79/2004

BETWEEN

The Divisional Organization Secretary

Uttar Railway Karmchari Union

283/63, Kha Garhi Kanora (Premwati Nagar)

PO-Manaknagar

Lucknow-16

(Espousing case of Shri Rajan Shukla)

AND

The Senior Divisional Personnel Officer

Northern Railway

DRM Office, Hazratganj

Lucknow-226001

AWARD

(Dated : 6-4-2010)

1. By Order No. L-41012/28/2004-IR (B-I), dated 30-7-2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Divisional Organization Secretary, Uttar Railway Karmchari Union, 283/63, Kha Garhi Kanora (Premwati nagar), PO-Manaknagar, Lucknow (Espousing case of Shri Rajan Shukla) and the Senior Divisional Personnel Officer, Northern Railway, DRM Office, Hazratganj, Lucknow for adjudication.

2. The reference under adjudication is :

“ Kya Varishtha Mandal Kaarmik Adhikaari, Uttar Railway, Hazratganj, Lucknow Dwara Shri Rajan Shukla Putra Shri S. S. Shukla, Shramik, Khand Abhiyanta (Rail Path) ko 15-12-1997 Se Bina Chatni Bhatta Diy Naukari Se Nikala Jana Nayayochit Hai? Agar Nahi, To Karmkaar Kis Anutosh Ka Adhikaari hai?”

3. The case of the workman's union, in brief, is that the workman, Rajan Shukla was appointed as substitute labour under Divisional Engineer (Track), Northern Railway on 1-1-1996 and his services were terminated, after having worked for 410 days, w.e.f. 15-12-1997 in violation of Section 25F of the Industrial Disputes Act, 1947. It has been submitted by the workman's union that the workman was called for screening on number of occasions; but his screening was not done as the screening tests were postponed on each occasion. The workman's union has alleged that the management of the Railways have contravened the provisions of Section 25G of the I.D. Act by retaining junior to him at the time of termination of his services; and accordingly has prayed that the workman be

reinstated with all consequential benefits from the date of termination.

4. The management of Railways has refuted the claim of the workman's union by filing its written statement wherein it has specifically submitted that the workman was never appointed as substituted by the Competent Authority therefore he cannot not claim to appointed as substitute w.e.f. 1-1-96. Moreover, he got himself engaged as casual labour on day to day basis and hence no notice for retrenchment of his services were required as envisaged under provisions of Section 25F of the I.D. Act; likewise the provisions of Section 25G of the I.D. Act are not applicable in the present case. Further the management has denied to have called the workman for screening on any occasion and has prayed that the claim of workman's union for reinstating the workman be rejected outrightly.

5. The workman's union has filed rejoinder where it has only reiterated its averments in the statement of claim and has not introduced any new fact.

6. The parties filed documentary evidence in support of their respective cases. The workman's union examined the workman whereas the management examined Shri Guru Raman Sharma in support of their respective stands. The Railway Administration also filed affidavit of Shri C.B. Mishra, SSE/P Way, NR in support of their case. Both the parties availed opportunity to forward oral as well as written submissions.

7. Heard learned representative on the both the parties and perused all relevant material on record.

8. The learned representatives on behalf of the union has contended that the workman had worked for 410 days in the period from 01-01-96 to 14-12-97; but his services have been terminated w.e.f. 15-12-1997 in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. He has further contended that disengagement of the workman amounts to unfair labour practice as juniors to him were working at that time. He has also submitted that from the casual labour card and other documents submitted by the workman, it is evident that the workman had worked for 410 days during years 1996 and 1997 and the Railway Administration called him for screening. He has also contended that the original documents pertaining to the screening records were in power and possession of the Railway Administration; but despite directions of the Tribunal the records have not been produced, therefore, adverse inference should be drawn against the opposite party. He has also submitted that since the workman had continuously worked for 120 days, therefore, he had acquired temporary status. Therefore, disengagement of workman is illegal and in violation of the Sections 25F & G of the I.D. Act. In support of his contentions he has placed reliance on following case laws:

- (i) 2005 (107) FLR 431 Mahesh Singh vs. PO, Industrial Tribunal (V) - Chandigarh and other

- (ii) 2007 (112) FLR 1188 Executive Engineer, Bari Doad Drainage Division, Amritsar vs. Tarsem Singh & another.
- (iii) 2009 (121) FLR 886 U.P. Rajkiya Nirman Ltd. vs. Ram Kumar Shukla & another.
- (iv) 2003 (96) FLR 1094 the Union of India & another vs. Gija Shankar & others.
- (v) 1992 (64) FLR 1055 Union of India & others vs. Basant Lal & others
- (vi) 2000 SCC (L&S) 380 Lakhan Lal Tripathi vs. Commandant General another.
- (vii) 2008 (116) FLR 1046 Union of India vs. PO, CGIT-cum-Labour Court, Kanpur Nagar & another.
- (viii) 2007 (115) FLR 622 Bank of Baroda vs. CGIT-cum-Labour Court & another.
- (ix) 2002 (93) FLR 197 Prathma Bank vs. PO, CGIT-cum-Labour Court, Pandu Nagar, Kanpur.
- (x) 2006 (108) FLR 592 Sonepat Co-operative Sugar Mills Ltd. vs. Rakesh Kumar.
- (xi) 2008 (119) FLR 398 Divisional Manager, New India Assurance Co. Ltd. vs. a Sankaralingam.

9. Per contra, the learned representative on behalf of the railway administration has urged the documents filed by the workman are forged and fictitious. The workman in his statement has stated that he was appointed by Shri N.C. Tripathi, PW1 but the management witness has stated that no such person was working as Permanent Way Inspector, NR, Raibareilly at relevant time. He has further urged that paper No. 21/12 & 21/13 which have been produced by the railway administration reveal that the casual labour card is forged and fictitious and ADEN, Manoj Pandey has stated in his endorsement that the casual labour card has not been issued by the office and the document relating to screening, filed by the workman are also forged because the screening order was issued by ADEN, Raibareilly. Therefore, the union has failed to prove that the workman was engaged on 01-01-96 and he had worked for 410 days as substitute labour.

10. I have given my thoughtful consideration to the rival submissions from both the sides and perused relevant records.

11. It was the case of the union that the workman had worked for 410 days but this claim had been denied by the railway administration. It was then for the union to lead evidence to show that he had worked continuously not less than 240 days in the preceding 12 months from the date of his alleged termination, i. e. 15-12-97 or he had continuously worked for 120 days, therefore, he had acquired temporary status. In this respect the workman

had stated in his statement that he was engaged by Sh. N.C. Tripathi, PW1 on 01-01-96 and he had worked for 410 days during period 01-01-96 to 14-4-97 at Raibareilly. But he had admitted that no appointment letter was issued to him. He has also admitted that there is no document to prove that he was getting Rs. 2980 per month as salary. He has also admitted that he did not appear in any interview or test for his appointment. In support of its claim, the union has produced photocopies of casual labour card and photocopies of letters regarding postponement of screening and applications of the workman for screening test (paper Nos. 2/4 to 3/11).

12. The management witness, Shri Guru Raman Sharma has stated that the workman was not appointed by the Permanent Way Inspector on 01-01-96. There was ban on appointment of casual labour and substitute since 1983. He has also stated that in the year 1996 no person named N.C. Tripathi was working as Permanent Way Inspector, Raibareilly. He had also stated that documents Nos. 21/12 and 21/13 produced by railway administration bears signature of Manoj Pandey, ADRE. As per his report in the said documents no casual labour card was ever issued to the workman, therefore, the copy of casual labour card is forged. He has also stated that the documents pertaining to screening are also forged. In cross-examination he has stated that no record pertaining to C-21/12 and C-21/13 is not available in the office.

13. The workman has not produced the original casual labour card. The original casual labour card is supposed to be in the power and possession of the person to whom it is issued. It is mentioned in the reverse of Photostat copy of the casual labour card produced by the workman that the person to whom it is issued is responsible for its safe custody. The workman has stated in his cross-examination that no serial number is mentioned in the said casual labour card. He has also shown his ignorance about the signatures of the person on the alleged card. He has also not produced any original letter pertaining to screening. Therefore, genuineness of the photocopies produced by him seems to be doubtful.

14. Even if, it is presumed that the casual labour card was issued to him and the photo copy of the casual labour card paper No. 3/3 is not forged, the workman has failed to establish from it that he had worked continuously for 120 days or 240 days in any calendar year or he had not worked for less than 240 days within preceding 12 months from the date of his alleged termination. As per casual labour card the workman has worked for following durations:

From	To	No. of days
1	2	3
01-01-96	14-01-96	14
15-01-96	14-02-96	31

1	2	3
15-3-96	14-4-96	31
15-4-96	14-5-96	30
01-6-96	14-6-96	14
15-6-96	14-7-96	30
15-7-96	14-8-96	18
01-12-96	31-12-96	25
15-1-97	14-1-97	27
15-2-97	14-3-97	22
14-4-97	14-4-97	14
15-5-97	14-7-97	53
14-8-97	14-8-97	14
15-8-97	14-10-97	47
1-11-97	14-11-97	14
15-11-97	14-12-97	26
Total		410

15. It is evident from above period itself that the workman never worked for 120 days continuously during any period from 1-1-96 to 14-12-97. He had worked for 193 days in the year 1996 and 217 days in the year 1997. Therefore, he has also not worked for 240 days in any calendar year. The workman has alleged his termination on 14-12-97; but it is evident from the working days shown in his casual labour card that he had not worked for less than 240 days during preceding 12 months from the date of his alleged termination i.e. 14-12-1997. There is neither pleading that the workman had continuously worked for above period nor the workman had stated that he had continuously worked for 120 days or 240 days during said period of 01-10-96 to 14-12-97.

16. The learned representative on behalf of the union has cited number of case laws but the facts of the case laws are distinguishable. Whether a workman has acquired temporary status or not and whether he had continuously worked for 240 days during required period is a question of facts and differ from case to case. So far as legal proposition laid down in these case laws is concerned, it is not disputed that if a workman had worked continuously for not less than 120 days he acquires temporary status and services of such temporary status employee cannot be terminated without complying Rule 1502 Indian Railway Establishment Manual, Volume-I. This legal position is also not disputed that if a workman had continuously worked for not less than 240 days during preceding 12 months from the date of alleged termination, compliance of mandatory provisions of Section 25F of the I.D. Act is essential. This legal proposition is also well settled that is a party dispute

possession of the best evidence had not produced the same, it would gone against his contention. An adverse inference may be drawn. But in present case the workman has failed to discharge initial burden on him to prove that he had worked continuously for 120 days during period 01-01-96 to 14-12-97 and had acquired temporary status. He has also failed to prove that he had worked continuously for 240 days in preceding 12 months from the date of his alleged termination, therefore merely on this ground the workman had worked for 410 days during period 01-01-96 to 14-12-97 the workman is not entitled to get any relief and the claim of the union is liable to be rejected solely on this ground.

17. The union in its claim has also pleaded that alleged termination of the workman was in contravention of the provisions of Section 25G as juniors to him were working at that time. The workman in his cross-examination has stated that Ashok Kumar and Madhav whose father's name not known to him were junior to him but he could not reply when they were engaged as casual labour. Moreover, the union has not adduced any document in support of his above allegation, therefore, the union has also failed to establish that alleged retrenchment of the workman was in violation of Section 25G of the I.D. Act.

18. In view of the above discussions, the union has failed to prove that alleged termination of the workman by the railway administration was in violation of provisions of Section 25F & G of the I.D. Act. Resultantly, the workman is not entitled to any relief. The reference under adjudication is answered accordingly.

19. Award as above.

LUCKNOW
06-04-2010

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2010

का.आ. 1361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊथ ईस्टर्न रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 189/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[फा. सं. -41011/14/91-आई आर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.189/91)

6. To determine the point of reference, it is very important to decide as to whether there was any age limit

for regular absorption of casual artisan Staff. It is an admitted fact that the circulars were issued for regular absorption of casual Artisan. Copy of the circular No. 41/63 is filed by the management which is annexure R/3. The said circular is reproduced below:—

“Instances have come to the notice of the board where casual labourer engaged in work-charged establishments of certain departments get promoted to semi-skilled, skilled and highly skilled categories due to non-availability of departmental candidates and continue to work as casual employees for very long periods. On their absorption in regular posts they again start from unskilled posts and thus sustain monetary loss. To obviate such hardships the Board have decided that such casual labourers should be straight away absorbed in regular vacancies in skilled grade (provided they have passed the requisite trade tests) to the extent of 25% of the vacancies reserved for departmental promotees from the unskilled and semi-skilled categories. The staff so absorbed in skilled categories will take their seniority below the departmental promotees.”

7. The said circular clearly shows that the casual labourers should be straight way absorbed in regular vacancies in skilled grade provided they passed the requisite Trade Test only to the extent of 25% of the vacancies. The said circular shows that there is no age limit prescribed and it is not a direct recruitment for that the age limit was prescribed. The only rule was that these casual Artisan had to pass the requisite Trade Test. Admittedly the applicants had passed the trade tests.

8. The management has also filed the copy of another circular no. 119/84 whereby the doubts had been removed which is Annexure R/2. The said circular is an admitted document. The relevant para-2 is reproduced below:—

“In the Civil Engineering department for Artisans working under IOW, PWIs & BRIs where the number of post are very small, the quota of 25% direct recruitment from open market or course completed Act. Apprentice or ITI passed candidates will be added to the Departmental Quota for promotion from semi-skilled to skilled. However, where there are skilled casual Artisan Staff working under them working against TLR sanctions, the absorption of those persons after trade-test (Screening) will be governed by provisions of Estt. Srl. No. 41/63. Accordingly against 25% of the vacancies occurring in regular skilled cadre will be filled up by the casual skilled Artisan Staff, the balance being filled up by regular staff in the grade below subject to passing trade-test. The Casual skilled Artisan Staff will also be eligible for screening for regular absorption against Class-IV unskilled vacancies in their turn. When a regular unskilled vacancy in the regular cadre occurs and the senior most casual labour of the unit happens to be a casual skilled artisan staff, he should be asked to exercise an option in writing as to whether he wants to be absorbed as a

Class-IV unskilled staff on a regular basis or he prepared to wait for his chance for absorption against skilled vacancy of his trade against the 25% quota. As the number of vacancies in the skilled Artisan Category are limited, and only 25% are open to the Casual Skilled Artisans for absorption, proper roster should be maintained.

It may also be ensured that in future, no casual Artisan staff are recruited/promoted for casual staff. All TLR/Work-charged posts of artisan staff should be filled up by regular unskilled/semi-skilled staff after passing necessary trade-test, according to seniority.”

9. This circular also shows that casual skilled Artisan Staff will also be eligible for regular absorption. There was no age limit for absorption rather seniority was to be preferred for giving option to be absorbed. It is an admitted fact that the applicants applied for absorption and passed the trade-test and were interviewed but they were not selected for regular absorption vide order dated 25-8-1988 on the basis of aforesaid two circulars on the ground that they were over age and junior was also absorbed. This shows that the non-applicant/management was not justified in not empanelling the applicants for regular absorption as welder vide order dated 15-8-1988 as there was no age limit. Moreover it was not a direct recruitment rather it was absorption of the worker who were already working similar work.

10. The applicants have also filed the copy of the order dated 25-8-1988 which is admitted by the management and is marked as Exhibit M/1. This is filed to show that the junior Shri Mohan was regularly absorbed and the applicants were not absorbed as artisans against the posts. The applicants have also filed photo copies of particular of services which are also admitted by the non-applicant and are marked as Exhibit M/2 and M/2-a. These are filed to show that the applicants were appointed as C.P.C. welder w.e.f. 24-9-1981. These are admitted facts.

11. Both the parties have also adduced oral evidence in the case. The applicant Budhram has stated that he was casual welder since 21-6-76 and was granted temporary status w.e.f. 24-9-1981. He has supported his case and has stated that no age limit was prescribed for absorption of casual labour. The applicant Bholanath Das is also examined in the case. He has also supported the case and has stated that no age limit was prescribed for absorption. Their evidences are in corroboration with the documentary evidence. The circulars also show that age limit was not the criteria for absorption of casual Artisans rather the circular 41/63 was based on natural justice that casual labours engaged in the establishment and continued to work as casual employees for very long periods, were given opportunity to absorb in regular vacancies in skill grade provided they passed the Trade Tests.

12. On the other hand, the non-applicant has examined one witness. The management witness Shri Kamalakara F. Sardeo has stated that the applicants are

working on the posts of Welder. He has referred the circular dated 18-6-1974 for relaxation of age. The said circular is not under question. As such there is no relevancy of the said circular in the case. His evidence does not prove that the age limitation was also one of the criteria for empanelling casual Artisan for regular absorption. On the basis of the discussion made above, it is established that the non-applicant was not justified in not empanelling the applicants for regular absorption as Welder. The non-applicant is directed to include the applicants in the panel for regular absorption as artisans from 25-8-1988. Thereafter the applicants be given consequential benefits of seniority, pay fixation and promotion as per rules within three months from the date of notification of award. Accordingly the reference is answered in favour of the applicants.

13. In the result, the award is passed without any order to costs.

14. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2010

का.आ. 1362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनाईटेड वेस्टर्न बैंक लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 16/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-4-2010 को प्राप्त हुआ था।

[फा. सं. एल-12012/24/2002-आई आर(बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 29th April, 2010

S.O. 1362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 16/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of United Western Bank Ltd. and their workmen, received by the Central Government on 29-4-2010.

[F. No. L-12012/24/2002-IR (B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/16/2002 Date: 01-04-2010

Management/ : Managing Director
Party No. 1 : United Western Bank Ltd.,
172-4, Raviwarpeth, Shivaji Circle,
Satara-415001
(Maharashtra)

Versus

Workman/ : Shri Madhusudan M. Bande,
Party No. 2 : Swata Chowk, Main Road,
Post Warud, Tah. Warud,
Dist. Amravati-444906
(Maharashtra)

AWARD

Dated : 1st April, 2010

1. The Central Government after satisfying the existence of dispute between the Managing Director, United Western Bank Ltd., Satara (Party No. 1) and Shri Madhusudan M. Bande, Post Warud, Tah. Warud, Dist. Amravati (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No. L-12012/24/2002-IR (B-I), dated 11-03-2002 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) with the following schedule.

2. "Whether the action of the management of the United Western Bank Ltd., Branch Warud Distt. Amravati in terminating the service of Shri Madhusudan Motiramji Bande w.e.f. 31-5-1996 is justified? If not, what relief the workman is entitled?"

3. The Petitioner has challenged his oral termination dt. 31-5-1996. It is his case that he was working with the Party No. 1 as daily deposit collector (SSD/MSD Agent at United Western Bank Ltd., Warud Branch under the small saving deposit scheme and Madhu Sanchay deposit scheme. According to him, he is workman within the meaning of Section 2(s) of Industrial Dispute Act 1947. He was having unblemished service record. Initially he was appointed on 8-6-1978 by the Party No. 1 as a Deposit Collector Agent and he was paid the commission of 2 and half % per month. He was continued to work in the same capacity upto 1st March, 1989. Thereafter he was again appointed in the same capacity on 9-11-1990 under the Madhu Sanchay Yojana Scheme as Agent and he was authorized to collect the deposit by the Branch Manager, United Western Bank. The management executed an agreement with the workman after taking surety from the petitioner. His agency has been terminated w.e.f. 31-5-1996. It is mandatory on the part of management to give one month notice before termination of the agreement. However, termination of agency is oral without any notice by saying to stop the MSD collection by the Branch Manager, United Western Bank, Warud. He was accountable under the control of the bank and thus according to him the amount of commission was his wages linked to the productivity and therefore he was workman

within the meaning of Section 2(s) of Industrial Disputes Act. Therefore, his termination is illegal, arbitrary and without following the provision of the ID Act. It is illegal. It amounts to a retrenchment within meaning of Section 2(oo) of Industrial Disputes Act. It has not given one month notice or retrenchment compensation as per the Section 25 F (a) & (b) of the ID Act. He is out of employment without any gainful work. He is residing with the family members. Thus, according to him it be declared and quashed. He has prayed to direct the management to reinstate with the continuity of the service and with the full back wages since the date of termination till his regularization.

4. The management after filing written statement resisted the claim of the petitioner. It is admitted fact that the Party No. 1 engaged by floating the scheme as Madhu Sanchay deposit. It was MSD Scheme, was maintained for collecting the small deposit from the doorsteps of the depositors on day to day basis. The petitioner was paid commission on the basis of deposits collected by him. He was not under the control of the Bank. No working hours were fixed. There was no working style and thus it was not a employment contract with him. He had always represented as an agent. There was no relationship of employee and employer between Party No. 1 and Party No. 2. He was merely authorised to collect the deposit. He has never enjoyed the benefits and privileges available to the employees/staff of Party No. 1. Therefore, he cannot be a 'workman' as defined in Section No. 2 (s) of ID Act. He is merely entitled for the commission. He was not performing the duties of manual, skilled, unskilled, technical, clerical, operational or supervisory nature. Party No. 1 (Management) closed his scheme w.e.f. 27-5-1996 in Nagpur and Jalgaon region. According to the management, it is not a retrenchment. The Bank has closed the business and the management has terminated the contract. The MSD scheme has been ceased its functioning. The petitioner was not employed as a workman. His termination cannot be treated as retrenchment. The petitioner has raised the claim after considerable delay of more than 7 years and thus according to it the petitioner is not a workman of the management. It has prayed to dismiss the claim.

5. Heard the counsels for both the parties, perused the papers. Undisputedly the petitioner Shri Madhusudan M. Bande was engaged by floating the scheme as Madhu Sanchay deposit. It was a Madhu Sanchay deposit scheme maintained for collecting the small deposit from the doorstep of the depositors on day to day basis. For collecting this deposit, the management i.e. Bank has engaged the petitioner. He was required to execute the agreement and they were paid the commission of 2 and half % on the deposit collected by them. The agreement was executed between the petitioner and the management. Undisputedly, there are recruitment rules of the bank and this engagement of the petitioner had no concern with the recruitment rules. The petitioner was not required to follow

the rules of the bank working or timings of the bank. He was given contract to collect the deposit on paying the commission. Their working was not supervised by the bank. The petitioner is claiming that he is a workman under the provision of Section 2(s) and he was an employee of the Bank. According to the management, he was an agent. The crucial point is whether he was an employee of the Bank or whether he was agent and whether the relationship as owner and the employee were existing. According to the Bank, he was neither paid salary nor appointed by following recruitment rules. He was given an agency for collecting of the deposit on the payment of 2 and half % commission of the deposits. He was expected to deposit the amount so collected in the bank. There were no office hours. He was given an authorization to collect the amount from the depositors on payment of commission. Therefore, according to the Bank, he was not at all an employee. While the petitioner is claiming as a workman and claiming for the retrenchment compensation as well as notice pay since his termination was without any notice. The management Bank further claiming that the bank has stopped the scheme and therefore, the agency of the petitioner was stopped. The Madhu Sanchay Scheme of Yojana itself was stopped and consequently the agents so appointed were also stopped as he was not an employee. According to the Bank, he was not entitled for retrenchment compensation as well as for notice pay. These are the main questions between the parties.

6. In order to prove the respective contention, the petitioner examined himself and the management has also examined one witness. They have filed agreement on record. Perusal of agreement indicates that the petitioner was never recruited as employee of the bank. After executing the agreement with all terms and conditions he was authorized to collect the deposit and it was binding on him to deposit so collected amount in the bank on every day. The agreement is clear enough to show that he was MSD Agent and not employee at every place "MSD" word is used and all conditions are given in the agreement. He was asked to give security of Rs. 2,500. No working hours were prescribe for him. Similarly, the petitioner was accepted to deposit the amount so collected from the depositor in the Bank. He had not concern with working of the Bank. He was neither under the direct control of the Bank nor working hours were prescribe as are applicable to the regular employees of the bank, recruited as per rules. The agreement is clear enough to show that he was an agent working on commission basis. The relationship of Principal and Agent were exist between the management and the petitioner. He cannot be treated as an employee of the bank.

7. Mr. Golharkar pointed out the definition of workman under Section 2(s) of Industrial Dispute Act and submitted that the commission amount received by the deposit collector was a wages link to the productivity and

thus the petitioner working as a deposit collector was workman within the meaning of Section (s) of Industrial Dispute Act. He was accountable to the bank and therefore, his termination is illegal because of non-payment of notice pay and retrenchment compensation. He pointed out that the petitioner was working with the bank in an operational or clerical work for hire or reward. According to him, the commission received directly from the depositors was a reward and therefore the bank cannot deny his status as an employee of the bank. However, these submissions of the petitioner cannot be accepted because his nature of the work and remuneration received cannot be treated as hire or reward. His work was neither hired nor the amount was paid to him as a reward. It was a commission generally paid under the contract to the agent. Therefore, he was simply agent of the bank. Even, the agreement discloses his nomenclature as Agent. In the claimed petition, the petitioner used word "agentship" in paragraph No.4. There is no word like "agentship" and this is only agency. When the petitioner was getting commission as expressly mentioned in the contract, it cannot be treated either as a hire amount and reward for any work done by him. By stretch of imagination his work cannot be treated as hire or commission paid to him cannot be reward. It is not paid as an incentive for the agent towards work done by him. Reward cannot be paid daily. Therefore he cannot be employee of the respondent bank.

8. Similarly, as he was not an employee and working as a agent. his agency was stopped on dropping scheme by the bank. Since he was not a workman, there is no question of payment of either retrenchment compensation or there was no need of issuing notice. No doubt under the agreement it was to be terminated by one month notice on either side but as the scheme is itself stopped. The petitioner is claiming the retrenchment compensation under Section 25(F) & (G) of ID Act. He has not requested or contended that the agreement is invalid. Since he was an Agent and his agency was stopped there is no question of either one month's notice or payment of retrenchment compensation as a condition precedent for termination for stopping the agency. In my view, the petitioner is neither entitled for a retrenchment compensation nor for notice pay. In the result, his claim deserves to be negatived. Accordingly, I pass negative award that he is not entitled for the relief claimed by him. The reference stands as dismissed.

Date: 1-4-2010

A. N. YADAV, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2010

का.आ. 1363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 29/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-2010 को प्राप्त हुआ था।

[सं. एल-22012/61/2002-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 30th April, 2010

S.O. 1363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. 29/2005 of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Western Coalfields Limited of Kanhan Area and their workmen, received by the Central Government on 30-4-2010.

[No. L-22012/61/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE SHRI A.N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/29/2005

Date: 1-4-2010.

**Petitioner/
Party No. 1** : **The General Secretary,**
R.K.K.M.S.(INTUC),PO:
Chandametta, Dist. Chhindwara,
Chhindwara

Versus

**Respondent/
Party No. 2** : **The General Manager,**
Western Coalfields Limited of
Kanhan Area, PO: Dungaria, Dist.
Chhindwara, Chhindwara

AWARD

(Dated: 1st April, 2010)

1. The Central Government after satisfying the existence of dispute between the General Secretary, R.K.K.M.S (INTUC), Chhindwara (Party No. 1) and the General Manager, Western Coalfields Limited of Kanhan Area, Chhindwara (Party No.2) referred the same for adjudication to this Tribunal vide its letter No.L-22012/61/2002-IR (C-II) dated 18-2-2005 under clause (d) of sub-section (1) and sub section (2A) of Section 10 of Industrial Disputes Act, 1947 [14 of 1947] with the following schedule.

2. "Whether the action of the Chief General Manager, Kanhan Area of WCL, Chhindwara (MP) in not giving compassionate appointment to Ku. Sangeeta D/o Late Shri Lakhan, Ex-DPR on attaining the age of 18 years is fair, legal and justified? If not, to what relief she is entitled?"

3. The reference came up for hearing on 1-12-2006 on which the petitioner and his counsel were absent. Counsel for the respondent filed authorization letter. The

petitioner and his counsel were absent for more than three years except on one occasion. The counsel for petitioner has also not filed his Statement of Claim. On 30-3-2010, the petitioner and his counsel were also absent. Respondent counsel filed pursis to close the case. It seems that the Petitioner is not interested in prosecuting the case. I do not think it proper to continue it on the same stage years together. In the circumstances, no purpose will be served in continuing the case, hence it dismissed for the default of the Petitioner and pass the negative award that he is not entitled for any relief. Hence this Award.

Date: 1-4-2010

A. N. YADAV, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2010

का.आ. 1364.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बॉटलिंग प्लांट आई.ओ.सी. मल्लापूरम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, ईर्नाकुलम के पंचाट (संदर्भ संख्या 4/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-4-2010 को प्राप्त हुआ था।

[सं. एल-30011/41/2006-आई आर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 30th April, 2010

S.O. 1364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. 04/2007 of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Indane Bottling Plant IOC Malappuram, and their workman, which was received by the Central Government on 29-4-2010.

[No. L-30011/41/2006-IR(M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P.L. Norbert, B.A., L.L.B, Presiding Officer
(Tuesday the 6th day of April, 2010/16th Chythram, 1932)

I.D. 4/2007

Union : 1. The Secretary, I.O.C. Bottling
Plant Workers Union (CITU)
IOC, Chelari, Malappuram,
Kerala.

2. The Secretary, BMS,
M/s. IOCL, Chelari Plant,
Malappuram.
3. The Secretary, STU,
IOCL, Chelari Plant,
Malappuram.
4. The Secretary,
Independent Plant Workers-
Association (IPWA),
IOC, Chelari,
Malappuram, Kerala.
5. The Secretary, INTUC Union,
IOC, Chelari,
Malappuram, (Kerala).
By Adv. Sri. H.B. Shenoy.

- Managements :**
1. Chalangat Pushparaj,
Contractor, Indane Bottling-
Plant, IOC, Chelari,
Malappuram, Kerala.
 2. The Plant Manager,
IOC Bottling Plant,
Chelari, Malappuram.

By Adv. Shri C. Anil Kumar.

This case coming up for hearing on 06-04-2010, this Tribunal-cum-labour Court on the same day passed the following.

AWARD

1. This is a reference made under Section 10 (1) (d) of Industrial Disputes Act.

2. The union has questioned the conduct of the first management in not revising the wages of workers. Though the parties entered appearance and filed their pleadings when the matter came up for evidence the union and its counsel remained absent on two consecutive postings. There is no representation also for the union. The management counsel is present. In the circumstances it has to be presumed that there is no subsisting dispute for adjudication.

In the result an award is passed finding that the conduct of the first management in not revising the wages of workers for the year 2005-2006 is legal and justified and the workers are not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 6th day of April, 2010

P. L. NORBERT, Presiding Officer

Appendix--(N)

नई दिल्ली, 3 मई, 2010

का.आ. -1365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थदन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, दिल्ली के पंचाट (संदर्भ संख्या 3/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-5-2010 को प्राप्त हुआ था।

[सं. एल-41012/23/2007-आई आर (बी-1)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 3rd May, 2010

S.O. 1365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 3/2009) of the Central Government Industrial Tribunal-Cum-Labour Court, Delhi as shown in the annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 3-5-2010.

[No. L-41012/23/2007-IR (B-I)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, KARKARDOOMA COURTS
COMPLEX, DELHI**

I.D. NO. 3/2009

Birender Singh S/o Shri Satbir Singh
and 16 others 102, New Lawyers
Chambers, Block K, Opposite Supreme
Court, Bhagwan Dass Road,
New Delhi

... Claimant

Versus

1. The General Manager,
Northern Railway,
Baroda House,
New Delhi
2. The Chief Manager,
Rail Yatri Niwas,
New Delhi Railway Station,
Ajmeri Gate, New Delhi.
3. M/s. Elite Security Service,
1-8, Lajpat Nagar III,
New Delhi

... Management

AWARD

Contract Labours were employed by Northern Railways at Rail Yatri Niwas, New Delhi Railway Station, New Delhi, to perform jobs of house keeping and watch

and ward. Labours, employed for house keeping jobs, were employed by the contractor, known as M/s. Good House Keeping, while labours, performing watch and ward duties, were supplied by M/s. Elite Industrial Security Services. A notification was issued by the Central Government on 9-12-76, under sub-section (1) of Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter referred to as the Contract Labour Act), thereby prohibiting employment of contract labour in respect of sweeping and cleaning jobs. In Air India Statutory Corporation case [1997 (9) S.C.C. 377], the Apex Court confirmed the notification referred above and ruled that contract labours were entitled to automatic absorption in the services of the principal employer. Cheered by that decision the contract labours supplied by M/s. Good House Keeping moved application before Central Administrative Tribunal for regularisation/absorption in the services of the principal employer. The said application was declined vide order dated 17-11-1998. Order passed by the Central Administrative Tribunal was assailed before High Court of Delhi, by way of writ petition under Article 226 of the Constitution, which petition came to be adjudicated, on 8th of September, 1999. High Court ruled that the Tribunal was justified in not entertaining the petition so moved, but entertained the said petition under Article 226 of the Constitution and commanded the management to absorb services of the contract labour, who were performing jobs of cleaning and sweeping Union of India filed SLP before the Apex Court, which was dismissed on 27th of March, 2000, with directions that it will not be treated as a precedent.

2. Harping on that matter 17 contract labours, who are claimants before this Tribunal, filed a writ petition before High Court of Delhi bearing No. 5878 of 2000, seeking regularization/absorption of their services by the General Manager, Northern Railway or Chief Manager, Rail Yatri Niwas, New Delhi Railway Station, New Delhi. In the meantime the Apex Court handed down its decision in Steel Authority of India Case [2001 (7) S.C.C. 1] overruling its decision in Air India Statutory Corporation case (supra) and not only quashed notification dated 9-12-76 but also held that prohibition of contract labour in an activity can not lead to automatic absorption of the contract labour. Accordingly, the High Court of Delhi disposed of the above writ petition vide its order dated 12-9-2005, with a liberty to the claimants to seek a reference of the dispute by the competent authority under the provisions of the Industrial Disputes Act, 1947 (in short the Act). A claim statement was filed by the claimants before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government formed an opinion vide its order dated 6-6-2007 that there was no dispute which need adjudication by an Industrial Tribunal. Aggrieved by the said order the claimants preferred another writ petition bearing No. CWP 7975 of 2007, before High Court of Delhi which petition came to be adjudicated on 6th of November,

2007, with a command to the appropriate Government to refer the dispute to industrial adjudicator within a period of six weeks. In compliance of the said order, the appropriate Government referred the dispute to this Tribunal for adjudication, vide Order No. L-41012/23/2007-IR(B-1), New Delhi, dated 30-11-2007, with the following terms :

“Whether the action of M/s. Elite Security Service (Contractor) of Rail Yatri Niwas, New Delhi, under (Northern Railway) in terminating services of Shri Birender Singh and 16 others (Security Guards) w.e.f. May, 2001, is justified? If not, what relief they are entitled?”

3. A legal notice was sent on behalf of the claimants to the Secretary, Ministry of Labour, Union of India, calling upon him that the reference made for adjudication, was not in consonance with the command given by High Court of Delhi. He was requested to amend the term of reference, in pursuance of the missives given by the High Court. Since the appropriate Government opted not to initiate any action on that legal notice, a contempt petition (Civil) No. 218/2008 was filed before the High Court on 28-3-2008, which came to be adjudicated on 22-8-2008, wherein the High Court concluded that the reference made by the appropriate Government was not in accordance with the terms of the order passed by the Court. Appropriate Government was commanded to make a reference, in pursuance of missives given in order dated 22-8-2008. Consequently vide order No. L-41012/23/2007-IR(B-1), New Delhi dated 20-10-2008, a corrigendum was issued and the terms of reference for adjudication were defined as follows :—

1. Whether the action of M/s. Elite Security Services (Contractor) of Rail Yatri Niwas, New Delhi, under Northern Railway in terminating the services of Birender Singh and 16 others (Security Guard) w.e.f. May, 2001 is unjustified? If not, what relief they are entitled.
2. Whether there existed an employer-employee relationship between the petitioners and the principal? If so, to what effect?
3. If reference No.2 is answered in affirmative, whether the petitioners were entitled to be regularized in the light of recent judgements of the Supreme Court?

4. Claim statement was filed on behalf of the claimants pleading therein that they were initially appointed as security guards through M/s. Elite Security Service (hereinafter referred to as the Contractor) on the strength of an agreement dated 28-8-93 entered into between the Chief Manager, Rail Yatri Niwas, Northern Railways Baroda House, New Delhi (hereinafter referred to as the principal employer) and the contractor. This agreement was effective from 1st of September, 1993 and operative till 31st of August, 1996. As per clause 4 of the

said agreement functions and duties of the claimants were as follows :

- (a) to guard Rail Yatri Niwas and Base Kitchen building and its surrounding areas.
- (b) to escorts staff deputed for depositing cash to the booking office at New Delhi Railway Station or at some bank as and when decided,
- (c) to prevent entry of unauthorized persons into Rail Yatri Niwas or Base Kitchen and its surrounding areas,
- (d) to remove unauthorized persons from the premises of Rail Yatri Niwas and Base Kitchen as and when instructed by the Railway Administration,
- (e) to perform general watch and ward duties including prevention of all other unauthorized and illegal acts/activities, obscene and unhealthy practices in Rail Yatri Niwas and Base Kitchen so as to maintain healthy, peaceful and congenial atmosphere,
- (f) to prevent commission of theft, hooliganism and rowdyism within the premises by taking suitable steps according to due process of law, and to do necessary co-ordination with security authorities of State Government from time to time.

5. It was projected that as per contents of clause 14 of the above agreement, wages paid to the claimants were not be less than those prescribed by law enacted by Government of India or the State Government concerned, in so far as it may be applicable to such staff to be engaged on such work in the Railways. The contractor was obliged to pay other benefits to the claimant. Clause 24 of the agreement authorizes Railway Administration to alter conditions, which are considered necessary by it. Clause 28 of the agreement casts an obligation on the contractor or its agent not to absent himself from the work on which he is employed without previous permission of the Railway Administration and to provide such number of persons on duty as specified in the instructions. The contractor has been saddled with a duty under clause 32 to inform Railway Administration, in writing details of the guards employed in Rail Yatri Niwas besides their removal with reasons as and when removal takes place.

6. The claimants plead that the said agreement was extended till 25-5-1998, when another agreement was entered into between principal employer and the contractor. The said agreement became effective from 31st of May, 1998 and remained in operation till 20-5-2001. This agreement contained the very clauses as contained in the earlier agreement. They were working in three shifts, first shift used to start at 8.00 AM and continued till 4.00 PM, second shift used to start from 4.00 PM and last till midnight, while the third shift used to start from midnight and come to an end at 8.00 AM next

day. Employees of the Railway Administration, doing similar job, were designated as "Rakshak" and paid in the scale of Rs. 1,100 (pre-revised). Rail Yatri Niwas was functioning from the building owned by the Northern Railway and the Central Government is the appropriate government as far as provisions of Contract Labour Act are concerned. Whether principal employer was registered under the Contract Labour Act, or the contractor was having a licence under the said Act. The claimants were working from the dates mentioned against their names, which particulars are reproduced as below :

Sl. No.	Name & Father's Name	Date of Appointment	Rank/ Designation
1	Birender Singh Son of Sh. Satbir Singh	30-12-1994	H/G
2	Om Prakash Son of Shri Kaliram	20-12-1994	S/G
3	Satpal Singh Son of Shri Satbir Singh	14-3-1995	S/G
4	Rajpal Singh Son of Shri Kaliram	6-11-1995	S/G
5	Manoj Kumar Son of Shri Satbir Singh	6-11-1995	S/G
6	Rajesh Kumar Son of Shri Dayachand	6-11-1995	S/G
7	Inderpal Singh Son of Sh. Samay Singh	6-3-1995	S/G
8	Atul Malhotra Son of Shri Ramayya Manohar	31-8-1996	S/G
9	Ram Kumar Son of Shri Asharam	1-10-1997	S/R
10	Santosh Kumar Son of Shri Chhittamal	1-10-1998	S/G
11	Perdeep Kumar Son of Shri Ramkumar	13-8-1998	S/G
12	Surender Singh Son of Shri Samay Singh	25-9-1998	S/G
13	Shiv Kumar Son of Shri Ratan Singh	20-2-1999	S/G
14	Lakvinder Singh Son of Shri Mahal Singh	1-7-1999	S/G
15	Perveen Kumar Son of Shri Rattan Singh	1-4-2000	S/G
16	Tejbir Singh Son of Shri Balbir Singh	7-3-2000	S/G
17	Mewa Singh Son of Shri Kali Ram	9-1-2000	S/G

7. The claimants pray that in the year 1998, some of the similarly situated employees, working with the principal employer through the contractor, filed a writ petition No. 6469 of 1998 for seeking regularization of their services. The said petition was allowed by High Court of

Delhi, *vide* its judgement dated 3-9-1999, which order was confirmed by the Apex Court *vide* its order dated 27-3-2000. Petitioners in the aforesaid writ petition were ultimately regularized by the principal employer in its service on the basis of report dated 12-1-2000, submitted by the Central Labour Commissioner on the basis of an investigation conducted by him. They also filed writ petition No. 5878 of 2000 seeking their regularization/absorption of services by the principal employer, in terms of order dated 8-9-99. While contesting the said writ petition, they relied report of the Labour Commissioner and order dated 27-3-2000 passed by the Apex Court on special leave petition. The said writ petition was decided by High Court of Delhi on 12-9-2005, in view of the decision of the Apex Court in Steel Authority of India Limited case (*supra*) and granted liberty to them to seek a reference of their dispute. They project that jobs performed by them were of perennial in nature and similar to the jobs performed by the petitioners in writ petition No. 6469 of 1998 and regular employees of the principal employer. Nature of control and supervision of the principal employer & them were the same as on the petitioners of writ petition No. 6469 of 1998. Detailing history of the litigation, the claimants project that they are squarely covered by the judgement dated 8th of September, 1999 and confirmed by the Apex Court on 27th of March, 2000. According to them, contract between the contractor and the principal employer was sham and camouflage. They present that they may be treated alike and regularized in the services of the principle employer.

8. The principle employer demurred the claim pleading that since there was no employer and employee relationship between the claimants and Northern Railway/ Rail Yatri Niwas, hence the claim is liable to be rejected. It has been projected that the Apex Court in its order dated 27-3-2000 had clearly laid that benefit accorded to the petitioners shall not be treated as a precedent for others. It has further been projected that in Uma Devi [2006 (4) S.C.C. 1] the Apex Court ruled that back door entry in the Government job is to be deprecated. It is not a matter of dispute that an agreement was entered into between the contractor and the principle employer for providing security services. The contractor deployed the claimants to render security services at Rail Yatri Niwas. An obligation was placed on the contractor to pay not less than fair wages to the claimants, as notified from time to time. It has been pleaded that the claimants were working under control and supervision of the contractor, who was under an obligation to provide security services to Rail Yatri Niwas. It has been projected that the claimants were not similarly situated as the petitioners of writ petition No. 6469 of 1998. However, filing of that petition before High Court of Delhi, directions by High Court to the principal employer for regularization/absorption in service of 38 employees and confirmation of those directions by the Apex Court in SLP 887 of 2000 are not disputed. Since the claimants are placed in distinct and different position, they are not entitled to the relief claimed.

9. The contractor also filed its written statement wherein he projected that the claimants were employed by him as per details given below :—

Sl. No.	Name	Fathers Name	Date of Appointment	Rank/Designation
1.	Virender Singh	Shri Satbir Singh	1-10-2000	S/G & Later S/Supr.
2.	Om Parkash	Shri Kali Ram	01-10-2000	S/G
3.	Satpal Singh	Shri Satbir Singh	01-10-2000	S/G
4.	Rajpal Singh	Shri Kali Ram	26-11-1998	S/G
5.	Manoj Kumar	Shri Satbir Singh	23-06-1999	S/G
6.	Rajesh Kumar	Shri Dayachand	01-10-2000	S/G
7.	Inderpal Singh	Shri Samay Singh	01-05-1995	S/G
8.	Jitlal Mahato	Shri Ramayan Mahato	25-05-1996	S/G
9.	Ram Kumar	Shri Asharam	01-05-1997	S/G
10.	Santosh Kumar	Shri Chhitermal	20-07-1998	S/G
11.	Perdeep Kumar	Shri Ramkumar	12-08-1998	S/G
12.	Surender Singh	Shri Samay Singh	20-8-1998	S/G
13.	Shiv Kumar	Shri Ratan Singh	01-03-1999	S/G
14.	Lakhvinder	Shri Mahal Singh	01-07-1999	S/G
15.	Perveen Kumar	Shri Rattan Singh	01-04-2000	S/G
16.	Tejbir Singh	Shri Balbir Singh	01-10-2000	S/G
17.	Mewa Singh	Shri Kali Ram	22-04-2000	S/G

According to him, since he had deployed less than 20 employees, it was not obligatory on him to obtain a license under the Contract Labour Act. Other facts pleaded in the claim statement were not disputed. He presents that no relief has been claimed against him, hence a "No Dispute" award may be passed qua him.

10. Shri Birender Singh has examined himself in support of the claim statement. No other witness was examined on behalf of the claimants. The principal employer as well as contractor opted not to adduce any evidence on their behalf.

11. Arguments were heard at the bar. Shri A.K.Mishra, authorized representative, advanced arguments on behalf of the claimants. Shri Neeraj Kumar, authorized representative, advanced arguments on behalf of the principal employer. Shri M.K. Dwivedi, authorized representative, raised his submissions on behalf of the contractor. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

12. Shri Birender Singh testified that he joined services on 28-8-94 as watchman at Rail Yatri Niwas, New Delhi Railway Station, Delhi. He joined services through

the contractor, namely, M/s. Elite Security Services. The contractor was to supply watchmen and other officials to the Northern Railway. Rail Yatri Niwas was working under Northern Railway, New Delhi. He used to perform watch and ward duties. There were 38 other persons, who were working with him at Rail Yatri Niwas. He worked at Rail Yatri Niwas upto 27-8-2002, when he, alongwith 16 others, was made to leave the job. When they requested Northern Railway to have direct relationship of employer and employee between them, their services were terminated. Their wages were paid by the contractor. He alongwith his associates filed a writ petition before High Court of Delhi seeking reinstatement in service with the Northern Railway. Their writ petition was dismissed, with liberty to seek a reference of the dispute to the Industrial Tribunal, copy of which order is Ex. WW1/1. Thereafter a dispute was raised before the Conciliation Officer and claim statement Ex.WW1/2 was filed. Since conciliation proceedings failed, the dispute was referred to this Tribunal by the appropriate Government.

13. He unfolds that contract entered between M/s. Elite Security Services and Northern Railway is Ex. WW1/3. The said contract was renewed on 25th of May, 1998, copy of which is Ex.WW1/4. Earlier to their dismissal, other employees of the contractor were dismissed by Northern

Railway. Rail Yatri Niwas Mazdoor Union filed a writ petition before High Court of Delhi, in which petition an order was passed on 8th of September, 1999, copy of which order is Ex.WW1/5. Government of India filed an appeal before the Apex Court, on which order dated 8-3-2000 was passed, copy of which order is Ex.WW1/6. His case is identical with the case decided by High Court and the Apex Court. They want parity with the employees in the orders, referred above.

14. He projects that attendance register, maintained by officers of Rail Yatri Niwas, was signed by him and other employees in token of the fact that they attended duties on a particular day. Officials of Rail Yatri Niwas used to deploy them on duties. Officials of Rail Yatri Niwas used to issue instructions to them during the course of their duties. The officials, deployed by the contractor, used to pay their wages every month. The contractor used to visit Rail Yatri Niwas, after a long gap of time. During the course of his cross examination he concedes that M/s. Elite Security Services issued an advertisement in a newspaper and as such they approached it for services. He was interviewed by officers of the contractor. At that time representative of Rail Yatri Niwas was not present. Contractor told him that he had to perform his duties at Rail Yatri Niwas. Contractor had deputed all of them for services at Rail Yatri Niwas. Man Singh, Chief Manager, Rail Yatri Niwas, had issued oral orders terminating their services. No termination order was issued to them. Contractor had called to send them to some other place for duties. They refused to serve the contractor at that place. Neither he nor his associates had filed any claim against the contractor, either before the Conciliation Officer or before this Tribunal. They want to serve Rail Yatri Niwas and not the contractor.

15. When facts projected by Shri Birender Singh and contents of admitted documents were perused for appreciation, it came to light that on the strength of contract dated 28-8-93 the contractor agreed to provide security at Rail Yatri Niwas and Northern Railway Base-Kitchen, Ajmeri Gate side, New Delhi, for a period of three years. Salient features of contract Ex. WW 1/3 are given as below:

Clauses relating to duties of contract labours.

“Clause 4. (a) to guard Rail Yatri Niwas and Base Kitchen building and its surrounding areas,

- (b) to escorts staff deputed for depositing cash to the booking office at New Delhi Railway Station or at some bank as and when decided,
- (c) to prevent entry of unauthorized persons into Rail Yatri Niwas or Base-Kitchen and its surrounding areas,
- (d) to remove unauthorized persons from the premises of Rail Yatri Niwas and Base Kitchen as and when instructed by the Railway Administration,
- (e) to perform general watch and ward duties

including prevention of all other unauthorized and illegal acts/activities, obscene and unhealthy practices in Rail Yatri Niwas and Base Kitchen so as to maintain healthy, peaceful and congenial atmosphere,

- (f) to prevent commission of theft, hooliganism and rowdism within the premises by taking suitable steps according to due process of law, and to do necessary coordination with security authorities of State Government from time to time.

The Contractor and his Agents or employees shall also perform such connected and allied duties as may be entrusted to them by the Railway Administration as and when warranted by the circumstances without any extra charges.

Clause 11. Efficient in checking of all outgoing or incoming materials, persons/vehicles and have a record of all of them. Provide assistance in case of strikes and labour unrest. Maintain peace and tranquility in the Rail Yatri Niwas premises.

Clause 28. The Contractor or his Agent shall not without previous permission of the Railway Administration in writing absent himself from the work on which he is employed, and shall at all time provide on duty the number of persons specified in the instructions.

Clause 31. In addition to the duties mentioned in clause No.4 of this agreement, the contractor will have to ensure the following duties also:—

- (a) to check the documents of guests while check-out.
- (b) at the time of receiving/supply of raw-material by/from RYN, the guards should check the Gate Pass as and when required.
- (c) the contractor will provide to the guards the following materials for smooth functioning of duties:- (i) metal detector (ii) cane stick (iii) torch (iv) proper uniform alongwith laminated Identity Cards.

Clauses relating to the responsibility of the Contractor, in discharge of obligations under the agreement.

Clause 9. The contractor or his staff shall not take any intoxicants while on duty.

Clause 10. The contractor shall not employ any person of bad character and shall arrange to have the character of each individual employed by him duly verified by the police at his own expense. The police verification roll of good character will be deposited with the Railway Administration. They should possess identification card and medical fitness certificate to be obtained from the Railway doctor. The contractor will employ at-least 60% of the guards from ex-serviceman. The supervisor must necessarily be an ex-serviceman.

Clause 14. The contractor shall pay to staff engaged in connection with this contract not less than fair wages, being the wages notified from time to time or, where not notified, wages paid for similar work in the neighbourhood. The wages paid shall not be less than those prescribed by law enacted by the Government of India or by the State Government concerned, in so far as it may be applicable to such staff engaged on such work on the Railways. The contractor shall maintain proper record of payments and submit to the administration certificate every month to the effect that he has paid wages in accordance with the provisions of the Minimum Wages Act alongwith the other benefits viz. P.F., ESI, Bonus, etc. which are admissible under the said Acts.

Clause 18. The contractor shall indemnify the Railway Administration against all claims for compensation by or on behalf of any workman employed by him/them in connection with the contract agreement for injury or death by any accident under Workman's Compensation Act.

Clause 19. The contractor shall be responsible to comply with the provision of the Employment of Children Act, 1958 or any statutory modification therein and the rules framed there under and shall not employ or permit any child who has not completed his fifteenth year of age to be employed.

Clause 20. The contractor shall be responsible for compliance of the provision of the Hours of Employment Regulations in respect of the staff employed by him in the manner decided upon by the appropriate authorities.

Clause 27. The contractor shall at all times keep Railway Administration indemnified against and shall reimburse to the Railway Administration all claims, demands, suits, losses, damages, costs, charges and expenses whatsoever which the Railway Administration may sustain or incur in case of any injury to any person or to any property resulting directly or indirectly from any act or omission on the part of the contractor or his servants and employees in the conduct of the business for the purpose for which this contract is granted.

Clauses relating to indicating control/supervision of the work of contract labours:

Clause 4. Paragraph-3. The manner in which duties will be performed, duty roster and details of the staff/supervisor deployed in each shifts and other working instructions as framed by the Railway Administration from time to time will be binding on the contractor. This will be deemed to form part of this agreement.

Clause 6. The Contractor will, at all times, abide by the instructions given to them or to their agents and employees from time to time by the officers and subordinates of the Railway Administration deputed for this purpose and to supervise the work.

Clause relating to the Currency of the Agreement.

Clause 3. The contract shall be effective from 1st September, 1993 (FN) to 31 st August, 1996 (AN) on each and every day including Sundays and all public holidays. The duration of the contract may, however, at the sole discretion of the Railway Administration, be extended for a further period of one year or for such period as may be decided by the Railway Administration.

Clause 7. The contractor shall be at liberty to terminate this agreement without assigning any reason, thereof, on giving three months notice in writing to the Railway Administration of his intention to do so. In the event of contractor leaving without giving 3 months notice, his security deposit will be forfeited.

Clause 8. The Railway Administration shall be at liberty to terminate this agreement at any time before the expiry thereof on giving 3 month's previous notice in writing without assigning any reason thereof and without being liable to pay any compensation for such termination. It shall further be lawful for the Railway Administration at any time to determine the agreement without notice and without being liable to pay compensation whatsoever in the event of breach or violation of any of the terms and conditions herein contained or any order given to him or his servants and employees.

Clause 13. In the event of the contractor failing to comply with or committing any breach of any of the terms of this agreement:

(a) the administration shall have the right to terminate the agreement forthwith as per clause No. 8,

(b) to impose a penalty not exceeding a sum of Rs. 500 in respect of each case of substantiated breach of the terms of this agreement for which the decision of the Chief Manager will be the final and binding. In case of loss to the Railways, the full amount of the loss will be recovered and the Railways' decision as to the extent of the loss shall be binding and final.

(c) to terminate the agreement as well as forfeit the security deposit. If and when the whole or a part of the said security deposit has been forfeited but the agreement has not been terminated the contractor shall be required to pay to the Railway Administration the amount he allowed to carry on his work.

Obligations of the Railway Administration.

Clause 5. The Railway Administration shall pay to the contractor a monthly sum of Rs. 28,160 for satisfactory performance of the above duties. The payment will be made once in a month on production of a certificate from the Chief Manager/Rail Yatri Niwas regarding satisfactory functioning of the contractor.

Clause 15. Payments will be made to the contractor after deducting T.D.S. at the rates applicable from time to time U/s 194 C of the Income Tax Act, 1961.

Clause 26. The price variation will be allowed to the contractor in case of any revision of the minimum wages under the provisions of Minimum Wages Act after the award of the contract. Escalation in the rates under the provisions of Minimum Wages Act will be allowed on the written request of the contractor, duly supported by a notification under the Minimum Wages Act issued by the competent authority. The revision will, however, be allowed only in respect of minimum wages and no revision will be effected in respect of service charges.

Miscellaneous Clauses

Clause 9. No rail travel passes or concession of any kind will be granted to the contractor or his agent or staff.

(a) They will not be considered as Railway employee and will not be entitled to any rights and privileges of Railway employees.

Clause 22. Except as otherwise provided, any verbal or written arrangements modifying or varying or supplementing this contract agreement or of the terms thereof shall be deemed conditional and shall not be binding on the Railway Administration unless and until the same is endorsed to this agreement or is incorporated in a formal instrument and signed by the parties hereto and till then the Railway Administration shall have the rights to repudiate such agreement.

Clause 24. The contractor agrees that the conditions in this agreement are subject to alterations considered necessary by the Railway Administration during the currency of the agreement".

16. Question for consideration would be as to whether terms and conditions, referred above would persuade this Tribunal to conclude that the contract entered into between the principal employer and the contractor was sham or camouflage to evade legal obligations. As detailed above, the contract was granted to the contractor to provide security services at Rail Yatri Niwas and Base Kitchen Building and its surrounding areas. Duties and functions, which the contractor undertook to carry out, are essential for providing security services, as emerge out of the various sub clauses of clause 4 of the aforesaid contract. Much hue and cry was raised over the issue that the manner in which the duties were to be performed by the security guards, indicating preparation of duty rosters and details of the staff and supervisor to be deployed in each shift were to be finalized by the Railway Administration. Undoubtedly paragraph 3 of clause 4 of the aforesaid contract provides that the instructions framed by Railway Administration as to the manner in which duties would be performed, duty roster prepared and details of the staff/supervisor to be deployed in each shift was to be binding on the contractor and be deemed to form part of the agreement.

17. In the paragraph 3 of clause 4 of the agreement, it is stipulated that duty roster details of staff/supervisor

to be deployed in each shifts and working instructions in respect of the manner in which duties were to be performed were to be framed by the Railway Administration and those instructions would be deemed to form part of the agreement. The word "deemed" has been used for the purpose of creating a contractual fiction for the purpose of extending the instructions framed by the Railway Administration, besides duty rosters as to form part of the agreement. Why above contractual fiction was introduced in the agreement, is to be perceived out of the facts and circumstances of the present controversy. As highlighted in the contract Ex. WW. 1/3 contractor agree to provide security services to the Railway Administration at its Rail Yatri Niwas, Base Kitchen building and surrounding areas, Those duties were to guard Rail Yatri Niwas, Base Kitchen building and surrounding areas, to escort staff deputed for depositing cash to the booking office and to the banks, to prevent unauthorized entry of persons into Rail Yatri Niwas or Base Kitchen building, to remove unauthorized persons from there, to perform general watch and ward duties and to prevent commission of theft, hooliganism and rowdyism within the premises of Rail Yatri Niwas and Base Kitchen building. It is not a matter of dispute that Rail Yatri Niwas is a three storeyed building where boarding and lodging facilities are provided to transit railway passengers. To avail those facilities, the passengers should hold tickets of any class for more than 500 kms. from the originating or terminating station or from the other end. It is a public utility project, run by Northern Railway. There may be rush of passengers at Rail Yatri Niwas in a particular period, which fact might have been observed by the Railway Administration from the past record of the passengers reaching Rail Yatri Niwas. There may be special occasions on which influx of the passengers at Rail Yatri Niwas may increase. Therefore, it was for the Railway Administration to take care of the situation as to how many security guards would be needed in a particular season or in a particular shift of the day. For that purpose duty roster of security guards may provide for the different force in a different season or a different shift. Whether a particular number of guard would be needed at a particular point, it was within the competence of the Railway Administration to decide. For those positions, the Railway Administration was to consider the exigency of the situation. To provide for such situations, it was detailed in paragraph 3 of clause 4 of the contract that the manner in which duties would be performed, duty roster and details of the staff/supervisory to be deployed in each shift would be in accordance with the instructions framed by the Railway Administration from time to time and those instructions would be deemed to form part of the contract, which is Ex. WW 1/3. Therefore, by this contractual fiction the parties to the contract agreed that duty rosters and instructions were to form part of this contract. Resultantly by this contractual fiction, those instructions and duty rosters were made part of the contract, without placing the same before the parties at the

time of its execution. This contractual fiction makes it clear that the parties agreed that duty rosters and instructions would be abide by the contractor. He was to issue directions to his staff to obey those instructions, while performing their duties.

18. Whether abiding by those instructions/duty rosters, can be said that the contractor and staff deployed by him agreed to surrender their discretion in carrying out their contractual obligation, arising out of contract Ex. WW/1/3. To ascertain whether the claimants had acquired a status of an employee of the Railway Administration, many factors have to be taken into account. Those factors are as to who is the pay master, who can dismiss, how long the services may last, what mechanism is employed and what discretion are left with the person carrying out the job. These facts are to be considered and out of these factors the most satisfactory test is to ascertain as to who is the employer at a particular. When these facts are taken into account, the contract Ex. WW 1/3 clinches that it was the contractor who was the employer of the claimants.

19. "Direction and control" is one of the factor for determination of relationship of employment. This test, however, does not exclude other factors as well. Control is obviously an important factor, which may still be a decessive factor but it would be wrong to say that in every case it is a decessive factor. Test of control is, therefore, not as determinative as used to be. To distinguish between an independent contractor and a servant, the test is whether or not the employer retains the power, not only of directing what work is to be done, but also of controlling the manner of checking the work. If a person can be overlooked and directed in accordance with the manner of doing his work, that person is not a contractor.

20. A distinction is also drawn between "contract for service" and "contract of service". In one case the master can order or require what is to be done, while in the other case he cannot only order or require what is to be done, but how itself it shall be done. The distinction is—under a contract of service, a man is employed as a part of the business and work is done as an integral part of the business, while under contract for service, his work, although done for the business, is not integrated into it, but is only accessory to it. But the test of being a servant does not rest now a days on submissions to orders. It depends on whether person is part and parcel of the organization.

21. Mere existence for a contract of service would not confer a relationship of employer and employee until the employer is in a position to control the work of the employee. A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or as it has been put, "retains the power of controlling the work". A servant is a person subject to the command of his master as to the manner in

which he shall do his work. An independent contractor is one who undertakes to produce a given result but in actual execution of the work he is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified before hand.

22. When the present case is viewed, it came to light that the claimants were engaged by the contractor to provide security services at Rail Yatri Niwas, Base Kitchen building and its surrounding areas. Though the contractor was constrained not to employ any person of bad character and to arrange character verification of his employees by the police, yet to whom to employ and not to employ was left at his discretion. He was required to employ at least 60% of the guards from ex-servicemen and the supervisor necessarily to be an ex-servicemen only, but he was at liberty to choose the guards and the supervisors so employed by him. It was within his competence to initiate disciplinary action against the guards/supervisor, deputed by him at Rail Yatri Niwas and Base Kitchen building. Any violation to comply with the terms of the contract or breach of any of the conditions was made penal and entailing a penalty of Rs.500/- in respect of a breach, forfeiture of whole or part of the security deposits and termination of the agreement, prior to the date of its operation. Therefore, it is evident that supervision and control on the claimants vested in the contractor and not in the Railway Administration. Control and supervision test cannot be tilted by the contents of paragraph 3 of clause 4 of the contract Ex. WW1/3. Consequently it is emerging over the record the claimants were the employees of the contractor and it does not lie in their mouth that by issuance of duty roster and instructions as to the details of their deployment in a particular shift, the Railway Administration had exercised control and supervision over them.

23. Contents of contract EX. WW1/3 nowhere go to show that this contract was entered into between the contractor and the Railway Administration, only with a view to evade statutory benefits to the claimants. The main contention advanced by the claimants is that neither the principal employer was registered nor the contractor was having a license under the Contract Labour Act. It is not the case of the claimants that security services jobs were prohibited by the Central Government by way of issuance of a notification under sub-section (1) of Section 10 of the Contract Labour Act. Therefore, contract labour can be employed for carrying out security jobs.

24. The Contract Labour Act makes provision for registration of certain establishments under that Act. Section 7 of the Contract Labour Act, provides for registration of such establishments and Section 9 deals with the situations of the non registrations. For the sake of convenience those provisions are reproduced hereinunder.

"(7) Registration of certain establishments.-(1) Every principal employer of an establishment to which this Act

applies shall, within such period as the appropriate Government may, by notification in the Official Gazette, fix in this behalf with respect to establishment generally or with respect to any class of them, make an application to the registering officer in the prescribed manner for registration of the establishment :

Provided that the registering officer may entertain any such application for registration after expiry of the period fixed in this behalf, if the registering officer is satisfied that the applicant was prevented by sufficient cause from making the application in time.

(2) If the application for registration is complete in all respects, the registering officer shall register the establishment and issue to the principal employer of the establishment a certificate of registration containing such particulars as may be prescribed".

9. Effect of non-registration.—No principal employer of an establishment, to which this Act applies, shall- (a) in the case of an establishment required to be registered under Section 7, but which has not been registered within the time fixed for the purpose under the section;

(b) in the case of an establishment the registration in respect of which has been revoked under Section 8, employ contract labour in the establishment after the expiry of the period referred to in clause (a) or after the revocation of registration referred to in clause (b), as the case may be."

25. A liability has been imposed on the contractor to obtain a license. A contractor cannot undertake or secure any work through contract labour without obtaining a license in that regard. Provisions of section 12 of the Contract Labour Act imposes such a liability, which provisions are reproduced hereunder below:

"12. Licensing of contractors.—(1) With effect from such date as the appropriate Government may, by notification in the Official Gazette, appoint no contractor to whom this Act applies, shall undertake or execute any work through contract labour except under and in accordance with a licence issued in that behalf by the licensing officer.

(2) Subject to the provisions of this Act, a licence under sub-section (1) may contain such conditions including, in particular, conditions as to hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with the rules, if any, made under Section 35 and shall be issued on payment of such fees and on the deposit of such sum, if any, as security for the due performance of the conditions as may be prescribed."

26. Admittedly, neither principal employer was registered nor the contractor had obtained any license under the provisions of the Contract Labour Act. What

consequences would ensue, in case those provisions are not complied with by the principal employer as well as the contractor. The Apex Court was confronted with such a proposition in *Dina Nath and others* (1992 Lab.I.C. 75), where it was ruled that the only consequences of non-compliance of the provisions of Section 7 of the Contract Labour Act by the principal employer or provisions of section 12 by the contractor is that they are liable for prosecution under the Act. But the employees employed through the contractor cannot be deemed to be the employees of the principal employer. Contract Labour Act does not provide for total abolition of the contract labour but provides for abolition by the appropriate Government in appropriate cases under section 10 of the said Act. The question of abolition of employment of contract labour in any process, operation or in any other work is a matter for the decision of the Government and not of the Courts. It was mandated therein that the Court would not issue a *mendamus* under Article 226 of the Constitution for deeming the contract labour as having become an employee of the principal employer merely because he or the contractor had violated the provisions of the said Act. In view of the law laid above, it is evident that mere non-compliance of the provisions of sections 7 & 12 of the Contract Labour Act by the principal employer or the contractor respectively, it cannot be said that the claimants became employees of the principal employer.

27. The Apex Court was confronted with a proposition, as to whether automatic absorption of contract labour, working in an establishment of the principal employer, follows on issuance of a valid notification under sub-section (1) of Section 10 of the Contract Labour Act, prohibiting contract labour in the establishment concerned, in *Steel Authority of India Ltd. case* (supra). Catena of decisions were considered by the Apex Court and it was laid therein that the contract labours fall in three classes viz. (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under Section 10 (1) of the Contract Labour Act, no automatic absorption of contract labour working in the establishment can be ordered. (2) where contract was found to be a sham and nominal rather a camouflage, in which case contract labour working in the establishment of the principal employer would be held, and in fact and reality to be the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declare the correct position and as a fact at the stage after the employment, employment of contract labour stood prohibited, (3) wherein discharge of statutory obligation of maintaining a canteen in an establishment the principal employer, availed services of the contractor, in which

situations the courts have held that the contract labour would indeed be employees of the principal employer. The Court ruled that neither section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuance of a notification by the appropriate Government under sub-section (1) of section 10 of the Act, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It was further ruled therein that in *Saraspur Mill's case* [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In *Basti Sugar Mills* (AIR 1964 S.C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment.

The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in *Hussain Bhai* (1978 Lab.I.C. 1264), was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under section 10 of the Contract Labour Act, prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by the contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or a mere ruse/camouflage to evade compliance of various beneficial legislation, so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer, who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by the industrial adjudicator for that purpose.

28. At the cost of repetition it is said that contract Ex.WW1/3 is found to be genuine and proper. The claimants could not show that they were working under control and supervision of the principal employer. Mere assertion that security jobs are of perennial in nature would not debar the principal employer to employ contract labours for that job. Decision to abolish employment of contract labour in a particular job is to be taken by the appropriate Government under sub section (1) of Section 10 of the Contract Labour Act. Merely on the proposition that for a job of perennial in nature contract labours were employed, this Tribunal cannot abolish contract labour system. It has to assess the

position as a whole, to find out that the agreement entered into between the principal employer and contractor was a sham, bogus or a smoke screen. For reaching this conclusion, the terms of the contract are to be again taken note of. As detailed above, clause 14 of the Ex.WW1/3 casts a duty on the contractor to pay wages not less than fair being the wages notified from time to time or where not notified, wages paid for similar work in the neighbourhood. Those wages shall not be less than those prescribed by law enacted by the Government of India or by the State Government, so far it may apply to such staff engaged on such work on the Railways. These facts highlight that an obligation was cast on the contractor to pay fair wages to the claimants, in accordance with the law enacted by the Government of India or the State Government. Contractor was, however, saddled with a duty to submit records of payment to the principal employer, which was made in accordance with the provisions of Minimum Wages Act, alongwith other benefits such as P.F., ESI, and bonus etc. admissible under the law. Consequently, it is emerging over the record that one cannot say that the contract Ex.WW1/3 was entered into with a view to avoid benefits admissible to the claimant under the law.

29. Contractor was enjoined with a duty to comply with the provisions of Employment of Children Act, 1958. The principal employer ensured that no person below the age of 15 years was to be employed by the contractor. It was made obligatory on him to comply with the provisions of law in that regard. In case of an accident, the principal employer was aware about its duties/obligations under the Workmen Compensation Act, 1923. Clause 18 of Ex.WW1/3 takes note of that situation too and provides that the contractor shall indemnify the Railway Administration against all claim of compensation, if any, made under that Act. All these clauses of Ex. WW 1/3 make it clear that the principal employer had not detracted from legal obligations cast on it or the contractor, as the case may be, in respect of employment of the claimants. Consequently, the contract Ex.WW1/3 was not entered into with a motive of avoiding legal benefits to the claimants. One cannot denounce that agreement and record a finding in favour of the claimants that they became direct employees of the principal employer, in view of law laid by the Apex Court in *Steel Authority of India Ltd. case* (supra).

30. Claimants claim parity with 38 contract labours, whose services were absorbed by the Railway Administration in compliance with the orders passed by High Court of Delhi and the Apex Court. It is not a matter of dispute that the principal employer is the State within the meaning of Article 12 of the Constitution. This Tribunal is called upon to consider as to whether fundamental rights guaranteed to the claimants under Articles 14 and 16 of the Constitution are violated, For answer to that proposition it would be expedient to have a glance on law in that regard. Equality before law and equal protection of laws are

fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, Government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments, (b) promotions, (c) termination of employment, (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

31. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the Government must be allowed a wide latitude of discretion and judgment. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

32. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the State to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the State to adopt new strategy to bring under privileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore, a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

33. As held above the claimants were working as security guards and not for house keeping jobs. In the claim statement, claimants admit that they were working as security guards and not as sweepers. As security guards the claimants were not doing job of sweeping and cleaning. They were doing the duties of guarding Rail Yatri Niwas and Base Kitchen building and its surrounding areas, to escorts staff deputed for depositing cash to the booking office at New Delhi Railway Station or at some bank as and when decided, to prevent entry of unauthorized persons into Rail Yatri Niwas or Base Kitchen and its surrounding areas, to remove unauthorized persons from the premises of Rail Yatri Niwas and Base Kitchen as and when instructed by the Railway Administration, to perform general watch and ward duties including prevention of all other unauthorized and illegal acts/activities, obscene and unhealthy practices in Rail Yatri Niwas and Base Kitchen so as to maintain healthy, peaceful and congenial atmosphere and to prevent commission of theft, hooliganism and rowdiness within the premises by taking suitable steps according to due process of law, and to do necessary coordination with security authorities of State Government from time to time. Hence, they were rightly categorized persons of different category than the sweepers, whose services were regularized by the management, in pursuance of the directions given by the High Court and affirmed by the Apex Court. Classification made by the management was based as intelligent differentia and is not violative of the fundamental right.

34. As borne out of the record those 38 employees were providing sweeping and cleaning services in Rail Yatri Niwas, New Delhi Railway Station, New Delhi. For sake of convenience facts concluded by the High Court in that regard in precedent Ex. WW1/5 are reproduced hereunder:

" A perusal of the various clauses (which have been extracted above) pertaining to the duties of the contract labour clearly shows that their essential work is of sweeping and cleaning. This is clear from clause 4 of the main contract as well as clauses 1 to 12 of Annexure A to the contract. Clauses 15 and 16 of Annexure A are really incidental functions to the arrival and departure of a guest at Rail Yatri Niwas. Clause 17 again requires the ensuring of cleanliness of the room. Clauses 18 and 19 deal with the service of tea and news papers to the guests as well as keeping water in the jugs and ensuring that the crockery is washed and kept in a hygienic manner. Clause 25 requires operating the telephone and collecting the phone call charges.

A birds-eye of the above clauses indicates that there are a few incidental jobs that are required to be performed by the contract labour such as serving tea, bringing newspapers, entering the name of the guest in a register, manning the telephone, etc. But, the primary task,

to which as many as 13 or 14 clauses have been devoted, pertains to sweeping and cleaning in various parts of Rail Yatri Niwas including the rooms, kitchen, staff canteen, dormitories, urinals, drains, grabage bin, water tanks, septic tanks, etc. etc.

Under the circumstances, we have no doubt that the contract entered into between the Contractor and the Respondents is essentially a contract for sweeping and cleaning and that the other clauses mentioned therein have been introduced merely with a view to camouflage the real purpose of the contract, as suggested in the letter dated 1st August, 1988 written by the Director, Traffic Commercial (G) II, Railway Board to the General Manager, Northern Railways."

35. It was urged before the High Court that contract for sweeping and cleaning as such is prohibited in view of the notification dated 9th of December, 1976 issued by the Central Government under the provision of the sub-section (1) of section 10 of the Contract Labour Act. High Court has relied the precedent in Haryana State Electricity Board [JT1990 (2) S.C. 345] wherein it was ruled that involvement of a contractor may have its social evil of labour exploitation and thus the contractor ought to go out of scene bringing together the principal employer and the contract labourers rendering the employment as direct. It was ruled that the contractor was a mere name lender and had procured labour from open market for the principal employer. Contract between him and the principal employer was found to be a camouflage and a smoke-screen. Considering the proposition that there was a notification prohibiting employment of contract labour in cleaning and sweeping job and relaying the precedent in Air India Statutory Corporations case (supra). High Court ruled that it was the principal employer who was controlling the work of the claimants and the contract being camouflage and smoke-screen, the claimants were entitled for absorption in the services of the principal employer. The Apex Court confirmed the said decision but commanded that said case will not be a precedent for others. Therefore, 38 employees, who were absorbed in the service of the principal employer were performing cleaning and sweeping jobs, which was prohibited at that time by the notification issued by the Central Government. Contract between the principal employer and the contractor was held to be sham and camouflage and those claimants were held to be working under direct control and supervision of the principal employer. Herein the present controversy the claimants nowhere stand at par with those 38 persons. The claimants were doing security jobs, which are not prohibited under section 10 of the Contract Labour Act.

36. Contract Ex. WW1/3 is found to be reasonable and genuine and the claimants were not found to be working under control and supervision of the principal employer. Therefore, the claimants cannot claim parity with those 38

employees who were absorbed in the service of the principal employer, in pursuance of directions issued by High Court of Delhi and confirmed by the Apex Court. They stand at different and distinct footing and cannot allege discrimination in that regard. Their fundamental rights contained under Articles 14 and 16 of the Constitution are not violated.

37. As unfolded by the claimants, they were admittedly engaged by the contractor for providing security services to the principal employer. As projected by Birender Singh an advertisement appeared in a newspaper against which they made their applications. They were interviewed and selected by the contractor. He admits that on 27-8-2002 the contractor wanted to send them to serve at some other place. He unfolds that he as well as his associates refused to serve the contractor. Therefore, out of facts projected by Birender Singh, it is emerging over the record that the principal employer had not terminated their services at all. None of them claimed any against the contractor. In such a situation it is emerging that services of the claimants were not dispensed with by the contractor. There are no reasons to find any unjustifiability in the act of the contractor, relating to the termination of the services of the claimants. Though the claimants do not dispute their engagement by the contractor, yet they want their absorption with the principal employer. It is not their case that at the time of their appointment, the contractor had taken note of their eligibility criteria for entering into Government job. Not even a whisper of fact has been brought over the record that guidelines relating to reservations of scheduled castes/scheduled tribes candidates were observed. Consequently, their appointments cannot be held to be in consonance with recruitment rules for entering into a Government service.

38. In Uma Devi (supra) the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the Court declined the submissions of the workmen to be made permanent on the posts which were held by them in temporary or adhoc capacity for a fairly long spell. The Court ruled this :

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent the distinction between regularization and making permanent was not emphasized here - can only encourage the State, the model employer, to flout its own rules and would confer

undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgment therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

39. Taking note of some of recent decisions., the Apex Court held that the State does not enjoy a power to make appointments in terms of Article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* [2006 (2) SCC 482] with approval, where it was ruled thus.

"The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee, whose members are fair and impartial, through a written examination or interview or some other rational criteria for judging the inter se merit of candidates, who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution".

40. In *P. Chandra Shekhara Rao and Others* [2006 (7) SCC 488] the Apex Court referred *Uma Devi's* case (supra) with approval. It also relied the decision in *Uma Rani* [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In *Somveer Singh* [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. In *Indian Drugs & Pharmaceuticals Ltd.* [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment cannot be relaxed and court can not direct regularisation of temporary employees dehors the rules, nor can it direct continuation of service of a temporary employee (whether called a casual, ad-hoc or daily rated employees) or payment of regular salaries to them.

41. In *Uma Devi* (supra) it was laid that when a person enters a temporary employment or gets engagement as

contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed for the post while an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek of being made permanent in the post. In view of those precedents neither continuance nor regularisation of service of the claimants can be ordered.

42. In view of above discussion it is concluded that the claimants are not found to be employees of the principal employer. They were engaged by the contractor to perform security jobs for the principal employer. The contract entered into between the principal employer and the contractor is found to be genuine and proper. Services of the claimants were not terminated by contractor. Claimants have no right of their absorption in the service of the principal employer. Their claim is liable to be dismissed. Hence the same is dismissed. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 01-04-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2010

का. आ. 1366.—जबकि मैसर्स असम पेट्रोकेमिकल लिमिटेड, [असम क्षेत्र में कोड संख्या एस/725 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते

हुए उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-04-1991 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/32/2008-एस एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 29th April, 2010

S.O. 1366.—Whereas M/s. Assam Petrochemical Limited [under Code No. AS/725 in Assam Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-4-1991, until further notification.

[No. S-35015/32/2008-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 7 मई, 2010

का. आ. 1367.—जबकि मैसर्स ईस्टर्न इंडिया सर्विसेज एंड मार्केटिंग कंपनी लिमिटेड, कोलकाता [कोलकाता क्षेत्र में कोड संख्या डब्ल्यूवी/9194 के अंतर्गत] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-05-1962 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/28/2009-एस एस-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 7th May, 2010

S.O. 1367.—Whereas M/s. Eastern India Services and Marketing Co. Ltd., Kolkata [under Code No. WB/9194 in Kolkata Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-5-1962, until further notification.

[No. S-35015/28/2009-SS-II]

S. D. XAVIER, Under Secy.